

County of Los Angeles CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012 (213) 974-1101 http://cao.co.la.ca.us

June 21, 2005

Board of Supervisors GLORIA MOLINA First District

YVONNE B. BURKE Second District

ZEV YAROSLAVSKY Third District

DON KNABE Fourth District

MICHAEL D. ANTONOVICH Fifth District

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

RECOMMENDATION TO APPROVE AGREEMENT BETWEEN
THE COUNTY OF LOS ANGELES
AND THE INFORMATION AND REFERRAL FEDERATION OF LOS ANGELES
COUNTY TO PROVIDE 2-1-1 AND SPECIALIZED
INFORMATION AND REFERRAL SERVICES
(ALL DISTRICTS – 3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Delegate authority to the Chief Administrative Officer (CAO) to negotiate and execute an Agreement substantially similar to the attached Agreement, upon approval by County Counsel, between the County of Los Angeles (County) and the Information and Referral Federation of Los Angeles County (INFO LINE) to provide 2-1-1 and specialized information and referral (I&R) services for the County of Los Angeles, at a total annual maximum amount of \$5,544,658, effective July 1, 2005 or the day after the Agreement is approved, whichever is later, expiring on June 30, 2006.
- 2. Delegate authority to the CAO to prepare and execute monthly extensions of the Agreement up to a period of six months and amendments to this Agreement that do not exceed more than a 10 percent increase or decrease in the annual contract amount when such amendment is necessitated by additional services that are required in order for the contractor to comply with changes in Federal, State, or County requirements or for the acquisition or upgrade of technology to improve the effectiveness of the County's 2-1-1 system. The approval of County Counsel will be obtained prior to executing such amendments, and the CAO will notify the Board within 10 business days of execution of any contract amendment.

3. Authorize the CAO to sign a non-financial Memorandum of Understanding between the County and First 5 L.A. to ensure cooperative planning and utilization of 2-1-1 and specialized I&R services provided by INFO LINE to the County and First 5 LA to ensure coordinated 2-1-1 and specialized I&R marketing, call capacity and performance management, and advanced I&R system planning.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

INFO LINE has an existing Agreement with the Department of Public Social Services (DPSS) to provide I&R services for health and human service resources in the community, maintenance of the I&R database, Elder Abuse Hotline, Unincorporated Community Help Line, Employer Call Center, and the Safely Surrendered Baby Hotline. The current Agreement will expire on June 30, 2005. The recommended Agreement for 2005-06 will replace the existing Agreement and provide for general I&R services to be provided through the 2-1-1 dialing code and the existing I&R toll-free telephone number. The recommended Agreement will continue to include specialized I&R programs and services, including the Elder Abuse Hotline, Unincorporated Community Help Line, and the Safely Surrendered Baby Hotline.

In 1980, your Board first adopted an Agreement with INFO LINE to ensure that I&R services were available to all County residents. These services are mandated by the California Department of Social Services' (CDSS) Manual of Policy and Procedures Section 30-002 and the Welfare and Institutions Code Section 15766.

On October 16, 2003, the California Public Utilities Commission designated INFO LINE as the sole provider for 2-1-1 services within the County of Los Angeles. Accordingly, INFO LINE is the sole source contractor for the Agreement which will be effective July 1, 2005.

On January 8, 2005, your Board approved an amendment to the existing Agreement with INFO LINE to provide funding for additional contractor staff and the acquisition or upgrade of telecommunications equipment, computer hardware and software, and related items to provide additional call capacity, improve call handling capabilities, and ensure a timely transition to the 2-1-1 dialing code.

On March 10, 2005, the governing body of First 5 LA approved an allocation of nearly \$11 million for the five-year period of July 1, 2005 through June 30, 2010 to partner with the County's 2-1-1 system for I&R services for children ages 0-5. First 5 LA's \$1.6 million annual INFO LINE contract for 2005-06 includes three components: (1) approximately \$1.01 million for I&R services, (2) \$0.48 million for health care enrollment, and (3) \$0.16 million for specified professional services. First 5 LA plans to continue to use its current toll-free dedicated telephone number for the LA Connect service and will transition to the 2-1-1 dialing code in January 2006.

Consistent with previous actions taken by your Board related to the implementation of 2-1-1, the Department of Children and Family Services (DCFS), Department of Health Services (DHS), and the Department of Mental Health (DMH) have joined DPSS in sharing the funding responsibility for additional call capacity in the County's 2-1-1 system. DCFS and DMH are planning to transfer calls from their respective call centers that require general I&R services more appropriately handled through INFO LINE. DHS plans to publicize the use of 2-1-1, instead of their existing dedicated telephone number, in conjunction with planned or emergent public service announcements, as a means for residents to obtain I&R on a particular program or service.

The Agreement provides for a call capacity of 375,000 calls through the 2-1-1 dialing code or existing toll-free telephone number. First 5 LA is funding an additional call capacity of 75,000 calls, resulting in a combined call capacity of 450,000 calls to be provided through INFO LINE. The Performance Requirements Summary (Agreement Statement of Work Technical Exhibit 6.1) provides information on the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, and the unsatisfactory performance indicator which may be assessed if the service is not satisfactorily provided.

The CAO will be responsible for overall management of the Agreement. A 2-1-1 Oversight Group, comprised of involved County departments and 2-1-1 partners, will provide support in evaluating contract performance, marketing, and outreach planning, and working with INFO LINE to resolve issues related to call capacity and call handling. The CAO will provide your Board with regular reports on the status of 2-1-1 implementation during the term of the Agreement.

Authorization of the CAO to execute extensions of the Agreement up to a period of six months and contract amendments on behalf of the County will allow the CAO to more effectively process required amendments to the Agreement to the extent such amendment(s) do not exceed more than 10 percent of the total contract amount. Your Board will be notified of any required amendments to this Agreement.

The MOU between the County and First 5 LA will establish the roles and responsibilities of the County and First 5 LA for the utilization of the 2-1-1 and specialized I&R services being provided through INFO LINE. In addition, the MOU will facilitate joint planning between the County and First 5 LA to implement programs for information technology improvement, Internet-based applications and access, call handling protocols, marketing, call capacity, and funding responsibilities of the County and First 5 LA for the respective shares of 2-1-1 calls.

The attached 2-1-1 Business Plan provides a summary of financial information and outlines plans for a staged implementation approach to 2-1-1 service in the County of Los Angeles.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Los Angeles County Strategic Plan Goal No.1: Service Excellence - to provide the public with easy access to quality information and services that are both beneficial and responsive.

FISCAL IMPACT/FINANCING

The County's current I&R service, which will become the core 2-1-1 service in the County, is primarily funded by DPSS. The United Way of Greater Los Angeles also contributes a portion of the overall operating budget. As previously noted, First 5 LA will be providing \$1.01 million for I&R services to be provided through INFO LINE.

The County's allocation of funding for 2-1-1 and specialized services is as follows:

Agreement Total	\$5,544,658
Unincorporated Community Help Line (CAO)	162,336
Elder Abuse (DCSS)	\$ 282,870
County 2-1-1 Total	\$5,099,452*
Provisional Financing Uses	199,452
Mental Health	200,000
Health Services	200,000
Children and Family Services	200,000
Public Social Services	\$4,300,000

^{*} Excludes \$1.01 million from First 5 LA (Total general I&R = \$6.1 million).

A recommendation to transfer \$200,000 from Provisional Financing Uses (PFU), funds previously approved by your Board for 2-1-1 implementation, will be included as part of the 2005-06 Budget Final Changes. The transfer of \$200,000 will leave a balance of \$911,000 in the PFU allocation for 2-1-1 implementation. If needed, the CAO will return to your Board with a recommendation that a portion of these funds be used to acquire additional technology and/or provide for additional call capacity during the term of the Agreement. The remainder of the funds in PFU designated for 2-1-1 implementation should be maintained as a reserve to provide for further enhancements during the second year of operation.

FACTS AND PROVISIONALS/LEGAL REQUIREMENTS

Pursuant to Section 26227 of the Government Code, the Board of Supervisors may appropriate and fund programs deemed by the Board of Supervisors to be necessary to meet the social needs of the population of the County, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education, and legal services, and the needs of physically, mentally and financially handicapped persons and aged persons.

INFO LINE has been designated by the California Public Utilities Commission as the provider of 2-1-1 I&R services for the County of Los Angeles.

The contractor, INFO LINE, is a nonprofit corporation.

All County required standard terms and conditions are included in the Agreement.

This Agreement will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations.

The Agreement has been approved as to form by County Counsel.

The Agreement will be effective July 1, 2005, or the day after the Agreement is approved, whichever is later and will expire on June 30, 2006. 2-1-1 service in Los Angeles County is scheduled to begin on July 1, 2005.

IMPACT ON CURRENT SERVICE

The implementation plans and enhanced technology associated with the County's 2-1-1 system will provide users with improved access to comprehensive I&R services. In addition, specialized I&R services, such as the Elder Abuse Hotline, shall continue to be provided to the residents of the County of Los Angeles.

CONCLUSION

At such time as the recommendations are approved by your Board, please instruct the Executive Officer, Board of Supervisors to return one adopted, stamped Board Letter to the Chief Administrative Office, Office of Unincorporated Area Services and Special Projects.

Respectfully submitted,

DAVID E. JANSSEN

Chief Administrative Offiger

DEJ:MKZ DD:os

Attachments (2)

c: County Counsel

Chief Information Officer

Director of Children and Family Services

Director of Community and Senior Services

Director and Chief Medical Officer of Health Services

Director of Mental Health

Director of Public Social Service Services

Director of Internal Services

Executive Director of Information and Referral Federation of Los Angeles County



CONTRACT BY AND BETWEEN COUNTY OF LOS ANGELES AND

THE INFORMATION AND REFERRAL FEDERATION OF LOS ANGELES COUNTY

FOR

2-1-1 AND SPECIALIZED INFORMATION AND REFERRAL SERVICES

Prepared by Chief Administrative Office

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STANDARD EXHIBITS

- A STATEMENT OF WORK AND TECHNICAL EXHIBITS
- B PRICING SCHEDULE
- C CONTRACTOR'S PROPOSED SCHEDULE
- D CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION
- **E** COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION
 - G1 CONTRACTOR EMPLOYEE ACKNOWLEDGMENT, CONFIDENTIALITY AND COPYRIGHT ASSIGNMENT AGREEMENT
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UNIQUE EXHIBITS

J SAMPLE INVOICE FORMAT

CONTRACT BETWEEN COUNTY OF LOS ANGELES

AND

THE INFORMATION AND REFERRAL FEDERATION OF LOS ANGELES COUNTY

FOR

2-1-1 AND SPECIALIZED INFORMATION AND REFERRAL SERVICES

This Contract is made and entered into this ______ day of _______, 2005 by and between County of Los Angeles, hereinafter referred to as COUNTY and The Information and Referral Federation of Los Angeles County (INFO LINE), a California Non-Profit Benefit Corporation, hereinafter referred to as CONTRACTOR. The Information and Referral Federation of Los Angeles County is located at 526 West Las Tunas Drive, San Gabriel, CA 91776.

RECITALS

WHEREAS, CONTRACTOR is qualified by reason of experience, preparation, equipment, organization, staffing, and facilities to provide the services contemplated by this Agreement on behalf of COUNTY; and

WHEREAS, COUNTY lacks the expertise and resources necessary to provide information and referral services; and

WHEREAS, the California's Public Utilities Commission (CPUC) has designated INFO LINE as the designated provider of 2-1-1 services in the County of Los Angeles.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, and J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

- 1.1 EXHIBIT A Statement of Work
- 1.2 EXHIBIT B Pricing Schedule
- 1.3 EXHIBIT C Contractor's Proposed Schedule
- 1.4 EXHIBIT D Contractor's EEO Certification

- 1.5 EXHIBIT E County's Administration
- 1.6 EXHIBIT F Contractor's Administration
- 1.7 EXHIBIT G Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H Jury Service Ordinance
- 1.9 EXHIBIT I Safely Surrendered Baby Law
- 1.10 EXHIBIT J Sample Invoice Format

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties and supersede all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-section 8.5, Change Notices and Amendments, and signed by both parties.

2.0 **DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Board of Supervisors or Board:** The Board of Supervisors is the governing body of the County of Los Angeles. The Board enacts ordinances and establishes specific regulations for the administration of COUNTY departments and special districts. The Board also sets salaries and adopts the final COUNTY budget on or before August 1 each year.
- 2.2 **Budget:** The document that details the CONTRACTOR'S costs for providing services and is included in the Contract. Included in the Budget are the following:
 - Direct Costs: Payroll, Employee Benefits (Medical, Dental, Life Insurance, etc.), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Other Direct Costs (Computer Hardware and Software, Telephone System, Equipment Maintenance, Space/Facility, Office Equipment, Supplies, Telephone/Utilities, Advertising costs, Building Maintenance, Custodial, and other - specified).
 - Indirect Costs: General Accounting/Bookkeeping, Management Overhead and other (specified).
 - Total Cost to Contract Services: The total cost to Direct and Indirect Costs.

- 2.3 Chief Administrative Office (CAO): The COUNTY department responsible for developing recommendations on fiscal policy matters for the Board, providing leadership of the COUNTY organization in carrying out the Board's policy decisions, and ensuring financial stability.
- 2.4 Chief Administrative Officer: The CAO department head or his/her designee.
- 2.5 Contract: Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.6 **CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a contract with COUNTY to perform or execute the work covered by the Statement of Work.
- 2.7 **Contract Monitoring Plan:** The Plan developed by COUNTY, specifically for this Contract, to monitor compliance with Contract. The elements of the Plan are listed in the Performance Requirements Summary.
- 2.8 **Contract Start Date:** Date CONTRACTOR begins work in accordance with the terms of the Contract.
- 2.9 **Contract Manager:** The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.
- 2.10 County Contract Administrator (CCA): Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by CONTRACTOR.
- 2.11 **County Project Director:** Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract that cannot be resolved by the County' Project Manager.
- 2.12 County Project Manager: Person designated by County Project Director to manage the operations under this Contract.
- 2.13 Department of Community and Senior Services (DCSS): The COUNTY department responsible for providing comprehensive human services to the residents of Los Angeles County.
- 2.14 **Department of Health Services (DHS):** The COUNTY department responsible for assessing health needs, developing policies to address those needs, and promoting health and preventive services.

- 2.15 **Department of Children and Family Services (DCFS):** The COUNTY department responsible for providing a comprehensive child protection system of prevention, preservation, and permanency.
- 2.16 Department of Mental Health (DMH): The COUNTY department responsible for providing clinically competent, culturally sensitive, and linguistically appropriate mental health services to its clients.
- 2.17 **Department of Public Social Services (DPSS):** COUNTY Department responsible for providing social services and financial assistance to eligible persons in Los Angeles County.
- 2.18 Day(s): Calendar day(s) unless otherwise specified.
- 2.19 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.20 Performance Requirement Summary (PRS): The document furnished by COUNTY (Technical Exhibit 6.1), which identifies and summarizes the key performance indicators of this Contract. COUNTY will be using the PRS in evaluating CONTRACTOR to assure that the Contract performance standards are met.
- 2.21 Quality Control Program: All necessary measures taken by CONTRACTOR to assure that the quality of services will meet Contract completeness, consistency, and conformity.

3.0 Work

- 3.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete, and deliver on time, all tasks, deliverables, services, and other work as set forth in the Exhibit A, Statement of Work.
- 3.2 If CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of CONTRACTOR, and CONTRACTOR shall have no claim whatsoever against COUNTY.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be one year effective July 1, 2005, or one day after execution by COUNTY'S Board of Supervisors, whichever is later, and continuing through June 30, 2006, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

- 4.2 Contingent upon available funding, the term of this Contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Administrative Officer and the written concurrence of CONTRACTOR. All terms of the Contract in effect at the time of extending the term shall remain in effect for the duration of the extension. Compensation for work performed during the extension period will be prorated on a monthly basis where applicable, and on a daily basis for periods of time less than a month.
- 4.3 CONTRACTOR shall notify the COUNTY when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to CCA at the address herein provided in *Exhibit E County's Administration*

5.0 CONTRACT SUM

- 5.1 The maximum contract payment for the term will be \$5,544,658. CONTRACTOR will be paid at the firm-fixed monthly rate of \$462,055 (1/12th of the maximum contract amount).
- 5.2 CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with COUNTY's express prior written approval.
- 5.3 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred 75 percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to CCA at the address herein provided in *Exhibit E* County's *Administration*.

5.4 No Payment for Services Provided Following Expiration/Termination of Contract

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to

COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 CONTRACTOR shall invoice COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A Statement of Work and elsewhere hereunder. CONTRACTOR shall prepare invoices, which shall include the charges owed to CONTRACTOR by COUNTY under the terms of this Contract. CONTRACTOR's payments shall be as provided in Exhibit B Pricing Schedule, and CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by COUNTY. If COUNTY does not approve work in writing no payment shall be due to CONTRACTOR for that work.
- 5.5.2 CONTRACTOR's invoices shall be priced in accordance with *Exhibit B Pricing Schedule*.
- 5.5.2 CONTRACTOR's invoices shall contain the information set forth in *Exhibit A Statement of Work -* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 CONTRACTOR shall prepare and submit its invoice (*Exhibit J, Invoice Format Sample*), along with its Monthly Management Report, to the CCA within fifteen (15) calendar days after the end of the month in which services were provided or payment may be delayed.
- 5.5.5 All invoices under this Contract shall be submitted to the following address:

Chief Administrative Office
Office of Unincorporated Area Services and Special Projects
500 West Temple Street, Room 723
Los Angeles, CA 90012

5.5.6 All invoices submitted by CONTRACTOR for payment must have the written approval of the CCA prior to any payment thereof. In no event shall COUNTY be liable or responsible for any payment prior to such written approval. The COUNTY shall review the invoice/attachments and make payment adjustments as allowed

by this Contract and authorize payment of an accurate invoice as soon as possible after receipt of the CONTRACTOR'S billing. The COUNTY will make a reasonable effort to effect payment to the CONTRACTOR within thirty (30) days from receipt of an invoice that is accurate as to form and content.

5.5.7 The COUNTY may delay the last payment due hereunder until six (6) months after the termination of the Contract. The CONTRACTOR shall be liable for payment on thirty (30) days written notice of any offset authorized by this Contract not deducted from any payment made by the COUNTY to the CONTRACTOR.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all COUNTY administration referenced in the following Sub-sections are designated in *Exhibit E* - County's *Administration*. COUNTY shall notify CONTRACTOR in writing of any change in the names or addresses shown.

6.1 COUNTY CONTRACT ADMINISTRATOR

The responsibilities of CCA include:

- Ensuring that the objectives of this Contract are met.
- Negotiating changes in the terms and conditions of this Contract in accordance with Sub-section 8.5, Change Notices and Amendments.
- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.
- Meeting with Contract Manager on a regular basis.
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.
- Overseeing the day-to-day administration of this Contract.
- Compiling reports to the County Project Director.

The County Contract Administrator is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

6.2 COUNTY PROJECT MANAGER

The responsibilities of County Project Manager include:

- Managing the operations under this Contract.
- Supervising the activities of the CCA.
- Reporting to the County Project Director and making recommendations on all matters to this Contract.

The County Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

6.3 COUNTY CONTRACT ADMINISTRATOR

The responsibilities of County Project Director include:

 Resolving any contractual or administrative matters relating to this Contract that cannot be resolved by the County Project Manager.

The County Project Director is authorized to make changes in the terms and conditions of this Contract pursuant to Sub-section 8.5 Change Notices and Amendments.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACT MANAGER

- 7.1.1 Contract Manager is designated in *Exhibit F Contractor's Administration*. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of Contract Manager.
- 7.1.2 Contract Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with CCA on a regular basis.

7.2 APPROVAL OF CONTRACTOR'S STAFF

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, Contract Manager.

7.3 CONTRACTOR'S STAFF IDENTIFICATION

- 7.3.1 CONTRACTOR shall provide all staff assigned to this Contract with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of COUNTY and CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to COUNTY's approval prior to CONTRACTOR implementing the use of the badge. CONTRACTOR staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.
- 7.3.2 CONTRACTOR shall notify COUNTY within one (1) business day when staff is terminated from working on this Contract. CONTRACTOR is responsible to retrieve and immediately destroy the staff's COUNTY photo identification badge at the time of removal from COUNTY Contract.
- 7.3.3 If COUNTY requests the removal of CONTRACTOR's staff, CONTRACTOR is responsible to retrieve and immediately destroy CONTRACTOR staff's COUNTY photo identification badge at the time of removal from working on the Contract.

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

- 7.4.1 All CONTRACTOR staff performing work under this Contract shall undergo and pass, to the satisfaction of COUNTY, a background investigation as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, which may include but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of CONTRACTOR, regardless if CONTRACTOR's staff passes or fails the background clearance investigation.
- 7.4.2 COUNTY may request that CONTRACTOR's staff be immediately removed from working on COUNTY Contract at any time during the term of the Contract. COUNTY, at its sole discretion, will determine whether to provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through COUNTY conducted background clearance.

- 7.4.3 COUNTY may immediately deny or terminate facility access to CONTRACTOR's staff that does not pass such investigation(s) to the satisfaction of COUNTY whose background or conduct is incompatible with COUNTY facility access, at the sole discretion of COUNTY.
- 7.4.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Sub-section 7.4, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 CONFIDENTIALITY

CONTRACTOR shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of the contract. CONTRACTOR shall cause each employee performing services covered by the Contract to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G, hereunder. Contractor shall submit to COUNTY, a signed "Contractor Employee Acknowledgement and Confidentiality Agreement" for each employee performing services under the Contract before execution of the Contract.

By State law, including without limitation (W & I Code, Section 10850 et seq. and 17006), all of the case records and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the COUNTY so designated without written authorization from COUNTY.

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Chief Administrative Officer. Any unapproved assignment or delegation shall be null and void. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at the COUNTY's sole discretion, against the claims, which CONTRACTOR may have against COUNTY.

8.1.2 If any assumption, assignment, delegation, or takeover of any of CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, may result in the termination of this Contract.

8.2 AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the person executing this Contract for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by CONTRACTOR under the Contract. COUNTY's notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. CONTRACTOR shall continue to provide all of the services set forth in the Contract.

8.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C. F. R. PART 76)

CONTRACTOR hereby acknowledges that COUNTY is prohibited from contracting with and making subawards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Contract, CONTRACTOR certifies that neither it nor any of its owners, officers partners, directors or other principals is currently suspended, debarred, ineligible, or any excluded from securing federally funded contracts. Further, by executing this Contract, CONTRACTOR certifies that, to its knowledge none of its subcontractors, at any tier, or any owner, officer partner, director or other principal of any subcontractors is currently suspended, debarred, ineligible, excluded from securing federally funded contracts. CONTRACTOR shall immediately notify COUNTY in writing, during the term of this Contract, should it or any of its

subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of CONTRACTOR to comply with this provision shall constitute a material breach of this Contract upon which COUNTY may immediately terminate or suspend this Contract.

8.5 CHANGE NOTICES AND AMENDMENTS

- 8.5.1 COUNTY reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by CONTRACTOR and by CCA.
- 8.5.2 For any change, which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an amendment shall be prepared and executed by the Board of Supervisors.
- 8.5.3 The Chief Administrative Officer may prepare and sign amendments to the Contract without further action by COUNTY Board of Supervisors under the following conditions:
 - 8.5.3.1 Amendments shall be in compliance with applicable County, State, and federal regulations.
 - 8.5.3.2 The amendment is for a decrease in the Contract costs, or the amendment is for an increase of no more than 10 percent (10%) of the total original Contract amount, and is necessitated by additional and necessary services that are required for CONTRACTOR to comply with changes in Federal, State, or COUNTY requirements.
 - 8.5.3.3 The COUNTY'S Board of Supervisors has appropriated sufficient funds in the appropriate budget unit(s).
 - 8.5.3.4 The Chief Administrative Officer shall obtain the approval of County Counsel, or his designee, for an amendment to the Contract.
 - 8.5.3.5 The Chief Administrative Officer will file a copy of all amendments with the Executive Office of the County Board of Supervisors within fifteen (15) days after execution of each amendment.

8.6 COMPLAINTS

CONTRACTOR shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.

Within fifteen (15) business days after Contract effective date, CONTRACTOR shall provide COUNTY with CONTRACTOR's policy for receiving, investigating, and responding to user complaints.

- 8.6.1 COUNTY will review CONTRACTOR's policy and provide CONTRACTOR with approval of said plan or with requested changes.
- 8.6.2 If COUNTY requests changes in CONTRACTOR's policy, CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.
- 8.6.3 If, at any time, CONTRACTOR wishes to change CONTRACTOR's policy, CONTRACTOR shall submit proposed changes to COUNTY for approval before implementation.

CONTRACTOR shall preliminarily investigate all complaints and notify CCA of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to CCA within three (3) business days of mailing to the complainant.

8.7 COMPLIANCE WITH APPLICABLE LAW

- 8.7.1 The CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are incorporated herein by this reference. These shall include, but are not limited to:
 - 8.7.1.1 California Welfare and Institutions Code
 - 8.7.1.2 California Department of Social Services (CDSS) Manual of *Policies and Procedures*
 - 8.7.1.3 Social Security Act

- 8.7.1.4 State Energy and Efficiency Plan [Title 24, California Administrative Code]
- 8.7.1.5 Clean Air Act (Section 306, 42 USC 1857 (h))
- 8.7.1.6 Clean Water Act (Section 508, 33 USC 1368)
- 8.7.1.7 Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
- 8.7.1.8 Equal Employment Opportunity (EEO) [Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60]
- 8.7.2 The CONTRACTOR shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.
- 8.7.3 CONTRACTOR shall maintain all licenses required to perform services required under this Contract.

8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. CONTRACTOR shall certify to and comply with *Exhibit D* - Contractor's EEO Certification

8.9 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.9.1 Jury Service Program

This Contract is subject to the provisions of COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit H* and incorporated by reference into and made a part of this Contract.

8.9.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

Unless CONTRACTOR has demonstrated to COUNTY's 1. satisfaction either CONTRACTOR that is "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of COUNTY Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of COUNTY Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with CONTRACTOR or that CONTRACTOR deducts the fees received for jury service from the Employee's regular pay. purposes For of this Sub-section. "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for COUNTY

under the Contract, the subcontractor shall also be subject to the provisions of this Sub-section. The provisions of this Sub-section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

- If CONTRACTOR is not required to comply with the Jury Program when the Contract commences. CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.
- 3. CONTRACTOR's violation of this Sub-section of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

8.10 CONFLICT OF INTEREST

8.10.1 No COUNTY employee whose position with COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

8.10.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-section shall be a material breach of this Contract.

8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give **first consideration** for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a reemployment list during the life of this Contract.

8.12 Consideration Of Hiring Gain/Grow Program Participants

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that CONTRACTOR will interview qualified candidates. COUNTY will refer GAIN/GROW participants by job category to CONTRACTOR.

In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible CONTRACTOR

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is COUNTY's policy to conduct business only with responsible CONTRACTORS.

8.13.2 Chapter 2.202 of COUNTY Code

CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of COUNTY Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in the Contract, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts CONTRACTOR may have with COUNTY.

8.13.3 Non-responsible Contractor

COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that CONTRACTOR has done any of the following: (1) violated a term of a contract with COUNTY or a nonprofit corporation created by COUNTY, (2) committed an act or omission which negatively reflects on CONTRACTOR's quality, fitness or capacity to perform a contract with COUNTY, any other public entity, or a nonprofit corporation created by COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against COUNTY or any other public entity.

8.13.4 Contractor Hearing Board

If there is evidence that CONTRACTOR may be subject to debarment, the Department will notify CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before Contractor Hearing Board.

Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. CONTRACTOR and the CAO shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

8.13.5 Subcontractors of CONTRACTOR

These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

CONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at CONTRACTOR's place of business. CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. COUNTY's Department of Children and Family Services will supply CONTRACTOR with the poster to be used.

8.15 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.15.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through Contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

8.15.2 As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.16 COUNTY'S QUALITY ASSURANCE PLAN

COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

8.17 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.17.1 CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by CONTRACTOR or employees or agents of CONTRACTOR. Such repairs shall be made immediately after CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.17.2 If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. CONTRACTOR, as determined by COUNTY, for such repairs shall repay all costs incurred by COUNTY, by cash payment upon demand.

8.18 EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

CONTRACTOR shall indemnify, defend, and hold harmless, COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.19 FACSIMILE REPRESENTATIONS

COUNTY and CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-section 8.5, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.20 FAIR LABOR STANDARDS

CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by CONTRACTOR's employees for which COUNTY may be found jointly or solely liable.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. CONTRACTOR consents and agrees to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Contract is by and between COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of CONTRACTOR.
- 8.22.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of CONTRACTOR and not employees of COUNTY. CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of CONTRACTOR pursuant to this Contract.
- 8.22.4 As previously instructed in Sub-section 7.5 Confidentiality, CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the "Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit G1.

8.23 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

8.24 GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY. Such coverage shall be provided and maintained at CONTRACTOR's own expense.

8.24.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered, prior to commencing services under this Contract, to the CCA.

Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverage required in this Contract;
- Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for COUNTY's approval. COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all

such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. A corporate surety licensed to transact business in the State of California shall execute such bond.

- 8.24.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A:VII unless otherwise approved by COUNTY.
- 8.24.3 Failure to Maintain Coverage: Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

8.24.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.
- Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the County Contract Administrator.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.

- 8.24.5 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.
- 8.24.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:
 - CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or
 - CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor's insurance coverage at any time.

8.25 INSURANCE COVERAGE REQUIREMENTS

8.25.1 **General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate: \$2 million
Products/Completed Operations Aggregate: \$1 million
Personal and Advertising Injury: \$1 million
Each Occurrence: \$1 million

- 8.25.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
- 8.25.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:

\$1 million

Disease - policy limit:

\$1 million

Disease - each employee:

\$1 million

8.25.4 **Professional Liability/Errors and Omissions** (E&O) coverage with a limit of liability of not less than \$1 million for each claim.

8.26 LIQUIDATED DAMAGES

- 8.26.1 If, in the judgment of the County Project Director, CONTRACTOR is deemed to be noncompliant with the terms and obligations assumed hereby, the County Project Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from CONTRACTOR's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to CONTRACTOR from COUNTY, will be forwarded to CONTRACTOR by the County Project Director, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the County Project Director determines that there are deficiencies in the performance of this Contract that the County Project Director deems are correctable by CONTRACTOR over a certain time span, the County Project Director will provide a written notice to CONTRACTOR to correct the deficiency within specified time frames. Should CONTRACTOR fail to correct deficiencies within said time frame, the County Project Director may:
 - (a) Deduct from CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
 - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred

Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Exhibit A, Statement of Work,, Technical Exhibit 6.1*, hereunder, and that CONTRACTOR shall be liable to COUNTY for liquidated damages in said amount. Said amount shall be deducted from COUNTY's payment to CONTRACTOR; and/or

- (c) Upon giving five (5) days notice to CONTRACTOR for failure to correct the deficiencies, COUNTY may correct any and all deficiencies and the total costs incurred by COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to CONTRACTOR from COUNTY, as determined by COUNTY.
- 8.26.3 The action noted in Sub-section 8.26.2 shall not be construed as a penalty, but as adjustment of payment to CONTRACTOR to recover COUNTY cost due to the failure of CONTRACTOR to complete or comply with the provisions of this Contract.
- 8.26.4 This Sub-section shall not, in any manner, restrict or limit COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 8.26.2, and shall not, in any manner, restrict or limit COUNTY's right to terminate this Contract as agreed to herein.

8.27 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

This Contract is subject to the provisions of COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining, or attempting to obtain certification as a Local Small Business Enterprise. CONTRACTOR shall not willfully and knowingly made a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise

If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which

by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

- Pay to COUNTY any difference between the Contract amount and what the COUNTY's costs would have been if the Contract had been properly awarded;
- 2. In addition to the amount described in Paragraph 1 above, be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Contract; and
- 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and the COUNTY's Office of Affirmative Action Compliance of this information.

8.28 Most Favored Public Entity

If CONTRACTOR's prices decline, or should CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to COUNTY.

8.29 Nondiscrimination and Affirmative Action

- 8.29.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.29.2 CONTRACTOR shall certify to, and comply with, the provisions of *Exhibit D Contractor's EEO Certification*.
- 8.29.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital

status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.29.4 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.29.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.29.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Sub-section 8.29 when so requested by COUNTY.
- 8.29.7 If COUNTY finds that any provision of this Sub-section 8.29 has been violated, such violation shall constitute a material breach of this Contract upon which COUNTY may terminate or suspend this Contract. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 8.29.8 The parties agree that in the event CONTRACTOR violates any of the anti-discrimination provisions of this Contract, COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.30 Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict COUNTY from acquiring similar, equal or like goods and/or services from other entities or sources.

8.31 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.32 NOTICE OF DISPUTES

CONTRACTOR shall bring to the attention of CCA and/or County Project Manager any dispute between COUNTY and CONTRACTOR regarding the performance of services as stated in this Contract. If CCA or County Project Manager is not able to resolve the dispute, the County Project Director, or designee shall resolve it.

8.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.34 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.35 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E - County's Administration*

and F - Contractor's Administration. Either party giving ten (10) days' prior written notice thereof to the other party may change addresses. The Chief Administrative Officer shall have the authority to issue all notices or demands required or permitted by COUNTY under this Contract.

8.36 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.37 PUBLIC RECORDS ACT

- Any documents submitted by CONTRACTOR; all information 8.37.1 obtained in connection with COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Sub-section 8.39 Record Retention Inspection/Audit Settlement of this Contract; become the exclusive property of COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.37.2 In the event COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", CONTRACTOR agrees to defend and indemnify COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.38 Publicity

- 8.38.1 CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing CONTRACTOR's need to identify its services and related clients to sustain it, COUNTY shall not inhibit CONTRACTOR from publishing its role under this Contract within the following conditions:
 - CONTRACTOR shall develop all publicity material in a professional manner; and
 - During the term of this Contract, CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of COUNTY without the prior written consent of County Project Director. COUNTY shall not unreasonably withhold written consent.
- 8.38.2 CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-section 8.38 shall apply.

8.39 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. CONTRACTOR agrees that COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY during the term of this Contract and for a period of five (5) years thereafter unless COUNTY's written permission is given to dispose of any such material prior

to such time. All such material shall be maintained by CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY's option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.39.1 In the event that an audit of CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.39.2 Failure on the part of CONTRACTOR to comply with any of the provisions of this Sub-section 8.39 shall constitute a material breach of this Contract upon which COUNTY may terminate or suspend this Contract.
- If, at any time during the term of this Contract or within five (5) 8.39.3 years after the expiration or termination of this Contract, representatives of COUNTY may conduct an CONTRACTOR regarding the work performed under this Contract, and if such audit finds that COUNTY's dollar liability for any such work is less than payments made by COUNTY to CONTRACTOR, then the difference shall be either: a) repaid by CONTRACTOR to COUNTY by cash payment upon demand or b) at the sole option of COUNTY's Auditor-Controller, deducted from any amounts due to CONTRACTOR from COUNTY, whether under this Contract or otherwise. If such audit finds that COUNTY's dollar liability for such work is more than the payments made by COUNTY to CONTRACTOR, then the difference be shall CONTRACTOR by COUNTY by cash payment, provided that in no event shall COUNTY's maximum obligation for this Contract exceed the funds appropriated by COUNTY for the purpose of this Contract.

8.40 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.41 REMOVAL OF UNSATISFACTORY PERSONNEL

"COUNTY shall have the right, at its sole discretion, to require the Contractor to remove any employee from the performance of services under this Contract. At the request of COUNTY, the CONTRACTOR shall immediately replace said personnel."

8.42 RULES AND REGULATIONS

"During the time that CONTRACTOR's employees or agents are at COUNTY facilities, such persons shall be subject to the rules and regulations of COUNTY facilities. It is the responsibility of CONTRACTOR to acquaint such persons, who are to provide services, with such rules and regulations. In the event that COUNTY determines that an employee of CONTRACTOR has violated any applicable rule or regulation, the County Project Director or designee shall notify CONTRACTOR CONTRACTOR shall undertake such remedial or disciplinary measures as CONTRACTOR determines appropriate. If the problem is not thereby corrected, then CONTRACTOR shall permanently withdraw any of its employees from the provision of services upon receipt of written notice from County Project Director or designee that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on COUNTY premises, indicate that the employee may adversely affect the delivery of COUNTY services. Upon removal of any employee, CONTRACTOR shall immediately replace the employee and continue services hereunder."

8.43 SUBCONTRACTING

- 8.43.1 The requirements of this Contract may not be subcontracted by CONTRACTOR without the prior written approval of COUNTY. Any attempt by CONTRACTOR to subcontract without the prior consent of COUNTY may be deemed a material breach of this Contract.
- 8.43.2 If CONTRACTOR desires to subcontract, CONTRACTOR shall provide the following information promptly at COUNTY's request:
 - A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by COUNTY.

- 8.43.3 CONTRACTOR shall indemnify and hold COUNTY harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were CONTRACTOR employees.
- 8.43.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract. notwithstanding COUNTY's approval of CONTRACTOR's proposed subcontract.
- 8.43.5 COUNTY's consent to subcontract shall not waive COUNTY's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. CONTRACTOR is responsible to notify its subcontractors of this COUNTY right.
- 8.43.6 County Project Director is authorized to act for and on behalf of COUNTY with respect to approval of any subcontract and subcontractor employees.
- 8.43.7 CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding COUNTY's consent to subcontract.
- 8.43.8 CONTRACTOR shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by COUNTY from each approved subcontractor. CONTRACTOR shall ensure delivery of all such documents to CCA before any subcontractor employee may perform any work hereunder.
- 8.43.9 In the event that the COUNTY consents to subcontracting, CONTRACTOR shall include in all subcontracts, the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

8.44 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Sub-section 8.15 - Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within 90 calendar days of within notice shall be grounds upon which COUNTY may terminate this Contract pursuant to Sub-section 8.46 - Termination for Default and pursue debarment of CONTRACTOR, pursuant to COUNTY Code Chapter 2.202.

8.45 TERMINATION FOR CONVENIENCE

- 8.45.1 This Contract may be terminated, in whole or in part, from time to time, when COUNTY, deems such action in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.45.2 After receipt of a notice of termination and except as otherwise directed by COUNTY, CONTRACTOR shall:
 - Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.45.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of CONTRACTOR under this Contract shall be maintained by CONTRACTOR in accordance with Sub-section 8.39 Record Retention & Inspection/Audit Settlement.

8.46 TERMINATION FOR DEFAULT

- 8.46.1 COUNTY may, by written notice to CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of County Project Director:
 - CONTRACTOR has materially breached this Contract;

- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as COUNTY may authorize in writing) after receipt of written notice from COUNTY specifying such failure.
- 8.46.2 In the event that COUNTY terminates this Contract in whole or in part as provided in Sub-section 8.46.1, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, goods and services similar to those so terminated. CONTRACTOR shall be liable to COUNTY for any and all excess costs incurred by COUNTY, as determined by COUNTY, for such similar goods and services. CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-section.
- 8.46.3 Except with respect to defaults of any subcontractor, CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 8.46.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods. epidemics, quarantine restrictions. strikes, embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both CONTRACTOR and subcontractor, and without the fault or negligence of either of them, CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this Sub-section 8.46.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.46.4 If, after COUNTY has given notice of termination under the provisions of this Sub-section 8.46, it is determined by COUNTY that CONTRACTOR was not in default under the provisions of this Sub-section 8.46, or that the default was excusable under the provisions of Sub-section 8.46.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-section 8.45 Termination for Convenience.
- In the event COUNTY terminates this Contract in its entirety due to 8.46.5 CONTRACTOR's default as provided in Sub-section 8.46.1, CONTRACTOR and COUNTY agree that COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to. COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, CONTRACTOR and COUNTY agree that COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 8.46. 2, be entitled to liquidated damages from CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or 5 percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to COUNTY for such actual damages. This amount of liquidated damages shall be either paid by CONTRACTOR to COUNTY by cash payment upon demand or, at the sole discretion of the Chief Administrative Officer, or designee, deducted from any amounts due to CONTRACTOR by COUNTY, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which COUNTY is otherwise entitled to under this Contract, and CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-section 8.23 - Indemnification.

8.46.6 The rights and remedies of COUNTY provided in this Sub-section 8.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 TERMINATION FOR IMPROPER CONSIDERATION

8.47.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the

intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to CONTRACTOR's performance pursuant to this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

- 8.47.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to COUNTY manager charged with the supervision of the employee or to COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.47.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.48 TERMINATION FOR INSOLVENCY

- 8.48.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - Insolvency of CONTRACTOR. CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding CONTRACTOR under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for CONTRACTOR; or
 - The execution by CONTRACTOR of a general assignment for the benefit of creditors.
- 8.48.2 The rights and remedies of COUNTY provided in this Sub-section 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR, and each COUNTY Lobbyist or COUNTY Lobbying firm as defined in COUNTY Code Section 2.160.010 retained by CONTRACTOR, shall fully comply with COUNTY's Lobbyist Ordinance, COUNTY Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY Lobbyist or COUNTY Lobbying firm retained by CONTRACTOR to fully comply with COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which COUNTY may in its sole discretion, immediately terminate or suspend this Contract.

8.50 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, COUNTY shall not be obligated for CONTRACTOR's performance hereunder or by any provision of this Contract during any of COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds for this Contract in COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

8.51 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.52 WAIVER

No waiver by COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-section 8.52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.53 WARRANTY AGAINST CONTINGENT FEES

- 8.53.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business.
- 8.53.2 For breach of this warranty, COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.54 CHILD/ELDER ABUSE/FRAUD REPORTING

- 8.54.1 CONTRACTOR staff working on this Contract shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. CONTRACTOR staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.
- 8.54.2 Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within twenty-four (24) hours.
- 8.54.3 CONTRACTOR staff working on this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. CONTRACTOR staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.
- 8.54.4 CONTRACTOR staff working on this Contract shall also immediately report all suspected fraud situations to COUNTY within three (3) business days.

8.54.5 COUNTY harmless shall indemnify, defend, and hold CONTRACTOR and its officers, directors, employees, agents and representatives against any and all liability, demands, claims, cost, losses, damages, recoveries, settlements, judgments and expenses (including reasonable attorney's fees and fees and expenses incurred in enforcing this indemnity provision) incurred by CONTRACTOR arising from CONTRACTOR's compliance with this Sub-section 8.54, whether due to CONTRACTOR' passive or active negligence. This indemnity shall be applicable to any and all such claims as described herein that occur during the term of this Contract, whenever they are made. Each party hereby acknowledges that the indemnity expressed in this section was negotiated and each was represented by independent legal counsel.

IN WITNESS WHEREOF, the parties by their duly authorized signatures, have caused this contract to become effective on the day, month, and year first above written.

COUNTY OF LOS ANGELES CHIEF ADMINISTRATIVE OFFICE	
By DAVID E. JANSSEN CHIEF ADMINISTRATIVE OFFICER	DATE
	THE INFORMATION AND REFERRAL FEDERATION OF LOS ANGELES (INFO LINE)
	Ву
	Typed or Printed
	Title
	Date
APPROVED AS TO FORM:	
RAYMOND G. FORTNER, JR. COUNTY COUNSEL	
By	

EXHIBIT A

STATEMENT OF WORK AND TECHNICAL EXHIBITS

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STATEMENT OF WORK

1.0 GENERAL

1.1 Scope of Work

CONTRACTOR shall provide all personnel, materials, supervision and other items or services necessary to operate a comprehensive 24-hour, seven day a week 2-1-1 and specialized multilingual information and referral (I&R) service available to all COUNTY residents. In addition, CONTRACTOR shall provide and maintain a comprehensive database of community agencies to be referred to as the Community Resources Information Bank (CRIB). CONTRACTOR shall also provide and operate an Elder Abuse Hotline, including TDD access, through the use of either 2-1-1 or dedicated toll-free number. CONTRACTOR shall provide an Employer Call Center service. CONTRACTOR shall provide and operate the Code Enforcement Toll-Free Hotline (CETH) and Chief Administrative Office Department Emergency Plan (DEP) Hotline, and the Unincorporated Community Help Line (Help Line), a resource and referral service for residents of the unincorporated communities of Los Angeles County. CONTRACTOR shall have the ability to provide through 2-1-1 or establish additional dedicated I&R services and resources as required by special projects and initiatives of the COUNTY. CONTRACTOR must perform to the standards set forth in, Technical Exhibit 6.1, Performance Requirements Summary, hereunder.

1.2 Key COUNTY Personnel

County Contract Administrator (CCA)

- 1.2.1 The COUNTY Chief Administrative Officer shall designate a CCA for purposes of monitoring this Contract. The CCA or alternate has full authority to monitor the CONTRACTOR's performance in the daily operation of this Contract. The CCA shall establish and facilitate a 2-1-1 Oversight Group consisting of representatives from involved COUNTY departments and commissions. The 2-1-1 Oversight Group shall assist the CCA in the monitoring and management of this Contract.
- 1.2.2 The CCA shall provide direction to CONTRACTOR in areas relating to policy, information, and procedural requirements.
- 1.2.3 The CCA shall negotiate with CONTRACTOR on changes in service requirements pursuant to contract Sub-paragraph 8.5, Change Notices and Amendments, herein above.

- 1.2.4 The CCA is not authorized to make any changes in the Standard Terms and Conditions of this Contract and is not authorized to obligate the COUNTY in any way.
- 1.2.5 The COUNTY will inform the CONTRACTOR of the name, address, and telephone number of the CCA, in writing, upon the effective date of this Contract, and at any time thereafter a change of CCA is made.

1.3 Key CONTRACTOR Personnel

1.3.1 Contract Manager

- 1.3.1.1 CONTRACTOR shall provide a Contract Manager who shall be responsible for the overall management and coordination of the Contract and act as liaison with COUNTY. The Contract Manager, or alternate so designated in writing to act on CONTRACTOR's behalf, shall respond within twenty-four (24) hours of verbal notice from COUNTY, excluding weekends and holidays, and shall be available for meetings with COUNTY staff within five (5) business days of notification.
- 1.3.1.2 The Contract Manager or alternate shall have full authority to act for the CONTRACTOR on all contract matters relating to the daily operation of the Contract.
- 1.3.1.3 The Contract Manager and alternate shall be identified in writing prior to effective date of the Contract and within five (5) business days after a change of Contract Manager or alternate is made.

1.3.2 Other CONTRACTOR Staff

- 1.3.2.1 CONTRACTOR shall provide staff with the professional background, experience and expertise to provide the work products required in this Statement of Work.
- 1.3.2.2 All CONTRACTOR staff shall be qualified in accordance with all Federal, State and local laws, ordinances, regulations and requirements applicable hereto.
- 1.3.2.3 CONTRACTOR shall be responsible for training its staff on cultural awareness and sensitivity (see Section 3.0, COUNTY Furnished Items, and Section 4.0, CONTRACTOR Furnished Items, hereunder).

1.4 Quality Control

CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan (Plan) to assure COUNTY of a consistently high level of product quality and service throughout the term of the Contract. The Plan, which is subject to approval or rejection by COUNTY, shall be submitted to the CCA on the Contract Start Date, with revisions submitted any time changes to the Plan occur. The Plan shall include, but not be limited to the following:

- 1.4.1 A monitoring system covering all services required by the Contract. The system must specify the methods for preventing, identifying and correcting deficiencies in the quality of service performed before the level of performance becomes unacceptable. The monitoring system must include the following:
 - 1.4.1.1 Specific activities to be monitored;
 - 1.4.1.2 Methods of monitoring to be used;
 - 1.4.1.3 Frequency of monitoring;
 - 1.4.1.4 Samples of forms to be used in monitoring; and
 - 1.4.1.5 Title/level and qualifications of personnel performing monitoring functions.
- 1.4.2 A record of all inspections conducted by the CONTRACTOR, the corrective action taken, the time a problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the CCA quarterly or more frequently at the option of the CCA.
- 1.4.3 The method for continuing to provide services to COUNTY in the event of a strike or other work action of CONTRACTOR's employees, not to exceed monetary amounts of this Contract pursuant to Contract Section 5, Contract Sum.

1.5 Quality Assurance

1.5.1 CCA shall monitor CONTRACTOR'S performance under this Contract, using the quality assurance procedures as defined in this Contract. (Reference Contract Section 8.16, County's Quality Assurance Plan).

- 1.5.2 Performance Evaluation Meetings shall be held jointly by CCA and the Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report (CDR) (Technical Exhibit 6.2) is issued, and at the discretion of the CCA, a meeting shall be held within five (5) business days, as mutually agreed, to discuss the problem.
 - 1.5.2.1 The minutes of any Performance Evaluation Meeting shall be prepared by the CCA and signed by the Contract Manager and CCA. Should the Contract Manager not concur with the minutes, he/she shall submit a written statement to the CCA within ten (10) business days from the date of receipt of the signed minutes. The Contract Manager's written statement shall be attached to the CCA's minutes and be a part thereof. Failure to do so shall result in the acceptance of the minutes as written. If any dispute is still unresolved, the decision of the CCA will be final.
 - 1.5.2.2 Upon advance notice, either the COUNTY or CONTRACTOR may make an auditory recording of the meeting.

1.5.3 <u>Contract Discrepancy Reports</u>

- 1.5.3.1 Verbal notification of a contract discrepancy will be made by the County to the Contract Manager or designee as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved by the Contract Manager within a reasonable time period not to exceed five (5) business days of receipt of a verbal notification unless a different period is agreed to in writing by the CCA.
- 1.5.3.2 The CCA will determine whether a formal CDR shall be issued.
- 1.5.3.3 Upon receipt of a CDR, Contract Manager is required to respond in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan, including a time table, for correction of all deficiencies identified in the CDR shall be submitted to the CCA within ten (10) business days.

1.6 **Government Observations**

Federal, State, and/or COUNTY personnel, in addition to COUNTY contract management staff, may observe performance activities, or review documents required by this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with CONTRACTOR performance.

1.7 Hours of Operation/Holidays

CONTRACTOR shall provide the services required under the Contract twenty-four (24) hours a day, seven (7) days a week or as otherwise specified in this Contract.

2.0 DEFINITIONS

2.1 Acceptable Quality Level (AQL)

Acceptable Quality Level is a measure to express the allowable variance from the Contract Standard, above which the COUNTY will reject a specific service. The AQL does not imply that it is acceptable to vary from the Standard, or that the CONTRACTOR may knowingly perform in a defective way. The AQL recognizes the fact of unintentional human error, and that less than Standard performance may sometimes be unintentional.

2.2 Adult Protective Services (APS)

A State-mandated Title XX service program which mandates the prompt investigation of all situations involving impaired adults age 18 to 64, and elders, age 65 and older, who are reported to be endangered by abuse, neglect, exploitation, or unsafe or hazardous living conditions.

2.3 Budget

The Budget provides details of the CONTRACTOR's costs for providing services included in the Contract. Included in the Budget are the following:

<u>Direct Costs</u>: Payroll, Employee Benefits (Medical, Dental, Life Insurance, etc.), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Other Direct Costs (Computer Hardware and Software, Telephone System, Equipment Maintenance, Space/Facility, Office Equipment, Supplies, Telephone/Utilities, Advertising costs, Building Maintenance, Custodial, and other - specified).

<u>Indirect Costs</u>: General Accounting/Bookkeeping, Management Overhead, and other related costs.

2.4 Business Continuity Plan (BCP)

The COUNTY's BCP is a comprehensive plan for restoring the business functions that support critical programs and services after an emergency. The program may become unavailable due to a major widespread disaster, or a local incident such as a power failure, fire, or some other problem with the building or the systems that support a program. The BCP describes, among other things, how programs and functions will be restored following an incident.

2.5 <u>California Work Opportunity and Responsibility for Kids (CalWORKs)</u> Program

The State's mandated public assistance program to provide financial assistance and employment services to families with dependent children.

2.6 Chief Administrative Office (CAO)

The COUNTY department responsible for developing recommendations on fiscal policy matters for the Board of Supervisors (Board), providing leadership of the COUNTY organization in carrying out the Board's policy decisions, and ensuring financial stability.

2.7 Community Resource Advisor (CRA)

The CONTRACTOR employee responsible for answering telephone inquires from the public, determining the availability of a community resource, and providing the resource information to the caller or walk-in clients.

2.8 Community Resource Information Bank (CRIB)

The resource information system owned by the COUNTY and maintained by CONTRACTOR. The system consists of listings of public and private agencies and programs to which the CRAs refer callers for further assistance. The COUNTY is provided full and unlimited access to the CRIB through an Internet-based interface or application that allows COUNTY to access and/or maintain an updated version of the CRIB on COUNTY computer system(s).

2.9 <u>Department of Community and Senior Services (DCSS)</u>

The COUNTY department responsible for providing comprehensive human services to the residents of Los Angeles County.

2.10 Department of Public Social Services (DPSS)

The COUNTY department responsible for providing social and financial services to eligible persons in Los Angeles County.

2.11 <u>Department of Health Services (DHS)</u>

The COUNTY department responsible for assessing health needs, developing policies to address those needs, and promoting health and preventive services.

2.12 Department of Children and Family Services (DCFS)

The COUNTY department responsible for providing a comprehensive child protection system of prevention, preservation, and permanency.

2.13 Department of Mental Health (DMH)

The COUNTY department responsible for providing clinically competent, culturally sensitive, and linguistically appropriate mental health services to its clients.

2.14 Resource Writers

The CONTRACTOR employees (also known as Specialists) who maintain and update the listing of public and private agencies and programs contained in CONTRACTOR's CRIB.

2.15 Standard

A minimum requirement set by the COUNTY for CONTRACTOR to perform a service or activity.

2.16 <u>Transaction</u>

A documented request for service which includes information about the referral that was made to the caller or walk-in client.

2.17 Types of Telephone Calls

2.17.1 <u>Assisted Referral</u>

Callers whose problem or situation requires assistance in referral to a health or human service organization. Assistance may be in the form of linking the caller to a service organization, talking with the service organization to arrange for services or participating in conference calls with the caller and service provider. These transactions may require follow-up with the caller and/or the service provider.

2.17.2 <u>Unassisted Referral</u>

Callers who are referred to one or more health or human service organizations. These callers are given a referral and initiate contact on their own. No follow-up is necessary.

2.17.3 <u>Simple Information Request/Explanation</u>

A transaction that provides callers a response/explanation to a simple information request. This type of call typically includes looking up an address or phone number or explaining the service eligibility of a particular program. No follow-up is necessary.

2.17.4 Crisis Calls

Callers who are in an emergent situation or critical state. These calls need to be assessed and often require a referral for crisis intervention. These calls also typically require some level of follow-up.

3.0 COUNTY FURNISHED ITEMS

All COUNTY furnished items are provided by the COUNTY for the duration of the Contract only, and solely for the performance of this Contract. The COUNTY shall provide no materials, equipment, and/or services necessary to perform information and referral services, except as identified below.

3.1 <u>Training Materials</u>

- 3.1.1 COUNTY will provide cultural awareness and sensitivity training materials to CONTRACTOR staff as appropriate.
- 3.1.2 COUNTY will provide Civil Rights training materials to CONTRACTOR staff as appropriate.
- 3.1.3 COUNTY will provide training materials on handling calls that involve Child Abuse to CONTRACTOR staff as appropriate.
- 3.1.4 COUNTY will provide training materials on handling calls that involve Elder Abuse to CONTRACTOR staff as appropriate.

3.2 Additional Materials

- 3.2.1 A list of COUNTY observed holidays.
- 3.2.2 A supply of Civil Rights Forms, Complaint of Discriminatory Treatment (PA 607) and Section 21 of DPSS Civil Rights Handbook.

3.3 Equipment – Implementation Phase

COUNTY will provide equipment purchased by COUNTY during the implementation phase of 2-1-1 including, but not limited to call recording equipment, interactive voice recognition equipment, computers, and telecommunications equipment and associated software. This equipment shall remain the property of the COUNTY for the duration of the Contract. The COUNTY shall have the option upon the termination of this Contract to request transfer of all COUNTY equipment to a location designated by the CCA. Such request shall be made in writing by the COUNTY and mailed to the CONTRACTOR. CONTRACTOR shall be responsible for the maintenance of COUNTY equipment and replacement and/or upgrade of COUNTY equipment described herein.

3.4 **Business Continuity Plan**

COUNTY will provide CONTRACTOR with required materials, final negotiation of which will occur consistent with the development of a Business Continuity Plan, for use by the CONTRACTOR in the provision of I&R and disaster recovery services.

3.5 COUNTY Department CRIB Access

COUNTY will provide a web-based interface to allow COUNTY departments access to the CRIB for purposes of developing customized directories, reports, and other materials.

4.0 CONTRACTOR FURNISHED ITEMS

CONTRACTOR shall furnish all personnel, equipment and supplies and training (except as provided by COUNTY in Section 3.0 herein above) necessary to perform all services required by this Contract and will adhere to all requirements imposed on CONTRACTOR by this Contract.

4.1 Personnel

CONTRACTOR must have a certification process in place to ensure that bilingual staff are proficient in oral and/or written communication in English and in the specified non-English language(s). Upon request, CONTRACTOR shall provide COUNTY with standards/process used to certify proficiency of bilingual staff.

4.2 Equipment, Supplies and Materials

CONTRACTOR shall furnish all equipment, supplies and materials necessary to perform all services required by this Contract. This shall include, but not be limited to training materials (except those furnished by COUNTY in Section 3.0, COUNTY Furnished Items), supplies and support material necessary to perform all services. The CONTRACTOR shall provide office related items such as computers, printers, monitors, hardware, software, telephone systems, and instruments, including telephone messaging capacity, fax machines, photocopy machines, video tape (VHS) and digital video (DVD) devices, monitors, and other related items necessary to fulfill the terms of this Contract.

CONTRACTOR shall be responsible for the maintenance of COUNTY equipment and replacement and/or upgrade of COUNTY equipment furnished by COUNTY in Section 3.0, COUNTY Furnished Items, Sub-section 3.3 Equipment – Implementation Phase.

4.3 Facilities

CONTRACTOR shall provide the necessary facility/facilities and furnishings required to execute this Contract.

4.4 <u>Training</u>

CONTRACTOR shall provide training in all aspects of services provided in this Contract.

CONTRACTOR shall furnish child abuse, elder abuse, cultural awareness and Civil Rights training for all CONTRACTOR staff. The training will be provided by the CONTRACTOR, utilizing COUNTY provided written materials and/or videos.

CONTRACTOR shall provide employee orientation and in-service training for all staff. Such training will cover all aspects of contract services.

4.5 <u>2-1-1 Information and Referral Services</u>

CONTRACTOR shall provide a twenty-four (24) hour, seven (7) day a week, Information and Referral Service to residents of Los Angeles County through 2-1-1 dialing code, toll-free dedicated phone number, local call exchange, and through the availability of a Telecommunications Device for the Deaf (TDD) line. There shall be no cost to Los Angeles County residents accessing these services.

4.6 Elder Abuse Hotline

CONTRACTOR shall provide a twenty-four (24) hour, (7) seven day a week, toll-free Elder Abuse Hotline with two (2) lines available to the public through the existing 1 (877) 477-3646 number. A separate toll-free TDD line shall be provided for callers with hearing impairments. CONTRACTOR shall accept collect calls on another business line from callers who are outside the local toll-free dialing area, and shall have a line available for APS staff to call in for referrals, messages or information. There shall be no cost to callers accessing these services.

4.7 <u>Employer Call Center Services</u>

CONTRACTOR shall provide 24-hour Employer Call Center services through 2-1-1. There shall be no cost to Los Angeles County residents accessing these services.

4.8 Code Enforcement Toll-Free Hotline (CETH)/CAO Department Emergency Plan Hotline (DEP)

CONTRACTOR shall provide the County of Los Angeles CETH through the existing 1 (877) 966-2633 number and through the Help Line number at 1 (888) 924-4357. There shall be no cost to Los Angeles County residents accessing these services. Employees of the CAO shall have the ability to call the phone number utilized by CETH to access a specialized interactive voice recognition (IVR) Menu System provided by CONTRACTOR, following a local or regional disaster, to obtain information on CAO work schedules, work assignments, and work locations.

4.9 Unincorporated Community Help Line

CONTRACTOR shall provide the Unincorporated Community Help Line through the existing 1-888-924-4357 number. Calls received on the Help Line shall include calls on code enforcement. There shall be no cost to Los Angeles County residents accessing these services.

4.10 Posted Materials

CONTRACTOR shall post in its facility, where they are easily accessible to employees, Equal Employment Opportunity (EEO) and State-approved Non-discrimination In Service notices. CONTRACTOR may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission 255 East Temple Street, 4th Floor Los Angeles, California 90012

Telephone: (213) 894-1000

5.0 SPECIFIC TASKS

5.1 <u>Information and Referral (I&R) Services</u>

CONTRACTOR shall maintain a comprehensive twenty-four (24) hour, seven (7) day a week, I&R program which shall be accessible to all areas of the County of Los Angeles through the 2-1-1 dialing code, local telephone number, or through a toll-free telephone number. CONTRACTOR shall have the capability of handling 31,250 information and referral calls per month.

The CONTRACTOR shall provide information and referral services to all walk-in clients. The function of I&R services shall be to provide the entry point for people who do not know where to turn for help.

To perform its function effectively, CONTRACTOR shall:

5.1.1 <u>Use an Interactive Voice Recognition (IVR) Menu System</u>

CONTRACTOR shall use an IVR Menu System including menu options to obtain information and referrals. A language assessment feature shall be used to determine the language needs of each caller. There must be an override feature enabling callers to directly access a CRA.

CONTRACTOR shall develop and maintain a menu system to allow callers the option to obtain certain I&R services through an automated menu system rather than speaking directly with a CRA.

5.1.2 Provide Timely Response to Calls

CONTRACTOR shall provide immediate response to callers and/or walk-in clients. CONTRACTOR shall staff I&R services at a level which enables immediate response. Information and referrals shall be provided as courteously and completely as possible. 80 percent (80%) of calls shall be answered within one (1) minute of the completion of the initial IVR Menu System options.

5.1.3 <u>Handle Crisis Calls</u>

CONTRACTOR shall have the capability to handle crisis calls. When crisis calls are received, they shall be given special handling through the use of the IVR Menu System or other means. CONTRACTOR staff shall provide follow-up, as needed, within five (5) business days, on crisis calls to verify that the crisis has been satisfactorily addressed by the resource to which the caller was referred.

5.1.4 Provide 24-Hour Availability

2-1-1 and general I&R service shall be available to the public twenty-four (24) hours per day, seven (7) days per week, 365 days per year.

5.1.5 Make Accurate and Appropriate Referrals

CONTRACTOR shall provide quality I&R service and documentation of the accuracy and appropriateness of referrals and caller satisfaction with service. If incorrect information is provided or inaccurate referral is made and the caller has provided CONTRACTOR with contact information, CONTRACTOR shall contact the caller with the correct information and/or referral.

5.1.6 Serve Callers in Their Own Language

In order to provide service to all persons in the COUNTY needing service, CONTRACTOR shall respond to the needs of the community by placing a high priority on recruiting and retaining bilingual staff.

CONTRACTOR shall ensure that at least 50 percent (50%) of its direct service staff are bilingual and shall have the ability to respond to Spanish-speaking callers 100 percent (100%) of the time.

CONTRACTOR shall use the IVR Menu System's language assessment feature to route calls to CRAs with appropriate language skill sets or as a means of initiating a link or conference call to a language interpretation service.

CONTRACTOR shall maintain a TDD machine in order to ensure the hearing impaired have access to I&R.

5.1.7 Staff Orientation/Training

CONTRACTOR shall provide orientation and training for all paid and volunteer staff.

5.1.7.1 On the first day of employment, each CONTRACTOR employee will receive an INFO LINE Personnel and Procedures Manual and a personnel packet containing information related to employee benefits, as well as a W-4 and various data collection forms which are to be completed and returned according to instructions.

- 5.1.7.2 New CRAs will receive a minimum of 2-3 weeks of intensive orientation, which will include the following:
 - a. Assessment skills.
 - b. Communication techniques.
 - c. Crisis call handling.
 - d. Use of all resource system components.
 - e. Information concerning programs associated with DPSS, DCSS, DCFS, DHS, DMH, CAO, and other involved COUNTY departments.
 - f. In-house procedures, including telephone/TDD procedures and transaction form completion.
 - g On-the-job training.

5.1.7.3 New CRAs will:

- a. Observe skilled CONTRACTOR employees taking calls and have the opportunity to ask questions.
- b. Assist skilled CRAs in taking calls by locating resources as requested.
- c. Handle calls under immediate supervision of a trained CRA.
- d. Complete transaction forms on calls taken for review by the CONTRACTOR supervisor coordinating the orientation.
- 5.1.7.4 New CRAs who will be working full-time will be assigned to a training unit following completion of their orientation training. Part-time CRAs will be assigned and commence work under close CONTRACTOR supervision.

- 5.1.7.5 New Resource Writers will receive a data resource system (CRIB) procedures manual and one-half to one day of training which will feature:
 - a. Inclusion criteria for the resource file.
 - b. Resource call preparation procedures.
 - c. Resource call protocol.
 - d. How to write comments sections.
 - e. How to index an entry.
 - f. Types of Community Resource.
 - g. Information Bank (CRIB) entries.
- 5.1.7.6 New Resource Writers will work closely with current CONTRACTOR staff for the first two weeks of their assignment.
- 5.1.7.7 In addition to receiving a resource system (CRIB) procedures manual (reference 5.1.6.5 above) new Resource Writers will receive training in all activities related to maintaining the CRIB, including the following:
 - a. Code of information.
 - b. Preparation of data for entry into the system.
 - c. Tracking and management of profile forms and related correspondence.
 - d. Reviewing and correcting entries prior to processing.
 - e. Correspondence with agency/firm directors.
 - f. Mail survey procedures.
 - g. Applicable filing systems.
- 5.1.7.8 Other new CONTRACTOR employees will receive training as needed, from their immediate supervisor and/or other persons designated by the supervisor.

5.1.8 Provide Ongoing Training

All CONTRACTOR staff shall participate in ongoing training on a regular basis. Such training shall include case conferencing with supervisors, educational staff meetings, workshops and conferences.

5.1.9 Provide Information to Callers

Provide explanation to callers by giving detailed information about community services and/or obtaining background information about the caller. Information given shall be accurate and pertinent to the caller's request.

5.1.10 Handle Simple Information Request/Explanation

Provide a response/explanation to a simple information request, including calls responded to by staff as well as automated access to taped and computerized information. This type of call typically includes looking up an address or phone number, or explaining the service eligibility of a particular program. No follow-up is provided.

5.1.11 <u>Handle Unassisted Referrals</u>

These types of calls typically involve making a referral to one or more health and human services organizations. The caller is given a referral and contacts the service/program on his/her own. No follow-up is provided.

5.1.12 Handle Assisted Referrals

Provide assisted referral services to callers by making a referral to one or more health and human service organizations. Due to the nature of the caller's problem/situation, the CRA is required to mediate between the caller and one or more service organizations. Mediation can involve talking with the service organization to arrange for services, advocating on behalf of the caller, APS reporting or participating in conference calls with the caller and service provider. These transactions may require follow-up (described in Section 5.1.16 hereunder).

5.1.13 Handle Crisis Calls

Conduct an assessment with the caller and to the extent possible, diffuse the immediate crisis situation and directly connect or refer the caller to crisis intervention services as is appropriate on a case-by-case basis. These transactions can involve lengthy assessments and typically require some level of follow-up.

CONTRACTOR, the CCA or his/her representative and DPSS shall meet to plan for the utilization of 2-1-1 to develop protocols and plan on how to serve 2-1-1 callers that are seeking services related to homelessness. Planning shall include, but will not be limited to, the enhancement of homeless services resources, linkages with homeless assistance providers, warm transfer of homeless callers, identification of callers needing homeless services, and reporting requirements to track these calls.

- 5.1.14 <u>Handle Call Transfers from other COUNTY Call Centers and I&R for Special County Programs</u>
 - 5.1.14.1 CONTRACTOR and DHS shall meet as needed to plan for the utilization of 2-1-1 to disseminate information to the public regarding public health issues and other special programs. CONTRACTOR and DHS shall develop appropriate materials to assist CRA in handling the call.
 - 5.1.14.2 CONTRACTOR shall handle call transfers from DCFS Child Abuse Hotline for general I&R services not readily available or through the DCFS Child Abuse CONTRACTOR, DCFS, CCA, and other appropriate COUNTY departments shall develop protocols and reporting requirements for call transfers. Protocols shall include the identification and transfer of calls from the CONTRACTOR to DCFS.
 - 5.1.14.3 CONTRACTOR shall handle call transfers from DMH Access Telecommunications Center for general I&R services not readily available or provided through DMH. CONTRACTOR, DMH, CCA, and other appropriate COUNTY departments shall develop protocols and reporting requirements for call transfers. Protocols shall include the identification and transfer of calls from the CONTRACTOR to DMH.
 - 5.1.14.4 CONTRACTOR, CCA and appropriate COUNTY departments shall meet as needed to develop a comprehensive integrated call transfer system to address the needs of COUNTY and CONTRACTOR in providing their respective services. COUNTY shall determine the feasibility of utilizing appropriate technology to provide for an efficient and accountable call transfer system including the integration of voice and data in the transfer process. Development of this system shall be coordinated with similar efforts for other participating COUNTY departments.

5.1.15 Provide Callers with Linkage to a Community Agency

CONTRACTOR staff shall actively participate in linking callers, when necessary, to needed service(s) by directly contacting an agency on behalf of the caller. The methods for linking callers may include:

- a. Setting up a conference call;
- b. Notifying an organization of forthcoming contact by a caller;
- c. Scheduling an appointment for a caller for the purpose of establishing the caller's eligibility in obtaining a needed service; and
- d. Assisting the caller in obtaining a needed service when the caller cannot effectively represent himself/herself.

5.1.16 Provide Follow-up

CONTRACTOR shall:

- 5.1.16.1 Provide follow-up (on referrals with callers whose situation indicate follow-up is needed to ensure their service need was met) by attempting to contact the caller and/or community agency within five (5) business days of making the referral.
- 5.1.16.2 Provide caller-related follow-up by contacting the caller and/or the community agency to which a referral was made in order to ascertain whether the caller has been linked with the service and whether appropriate service has been provided.
- 5.1.16.3 If the caller has not linked with the service, CONTRACTOR staff shall reassess the caller's service need(s) in order to determine whether other appropriate action should be undertaken to effect linkage.
- 5.1.16.4 Provide service-related follow-up on a randomly selected sample of information calls each month to check the accuracy of the information given, identify service gaps and update the CRIB.

5.1.17 <u>Maintain Protocols for Handling Child Protective Services/Adult Protective Service Calls</u>

COUNTY shall provide CONTRACTOR staff with protocols for handling Child Protective Services and Adult Protective Services calls. (Refer to Technical Exhibit 6.4 for Elder Abuse Hotline Protocols).

5.1.18 Complete Documentation of Each 2-1-1 I&R Transaction

CONTRACTOR shall complete documentation for each 2-1--1 I&R transaction as follows:

- 5.1.18.1 Every 2-1-1 I&R transaction shall be documented in a manner that will allow CONTRACTOR to produce automated reports on 2-1-1 I&R transactions, as requested by COUNTY. At minimum, and to the extent possible, information collected on each transaction shall include the data items listed in Technical Exhibit 6.3 2-1-1 I&R Documentation Data Fields.
- 5.1.18.2 CONTRACTOR shall maintain information in an electronic format that will allow the COUNTY to request, in addition to regular statistical reports, ad hoc reports and available data as needed. Regular statistical reports, including a report on monthly call volume, and any other report as mutually agreed upon by CONTRACTOR and COUNTY.
- 5.1.18.3 Either electronically or manually, CRA shall prepare a data form for each I&R transaction according to CRA standards and procedures established by CONTRACTOR.
- 5.1.18.4 Either electronically or manually, CRA shall prepare a data form for each I&R follow-up according to CRA standards and procedures established by CONTRACTOR.

5.1.19 Reports Provided to COUNTY on the Monthly Call Metrics

CONTRACTOR shall provide the County with a monthly report on the volume of 2-1-1 and general I&R calls received on other telephone lines, no later than 30 days after the last day of the subject month. CONTRACTOR shall include in the report the volume call trend for all prior months including monthly percent changes to the call volume.

In addition to detailed reports of the overall service, CONTRACTOR shall identify within the monthly report the volume of calls referred, unassisted and assisted, to the following departments and or the programs sponsored by these departments or facilities operated by these departments:

- a. Department of Public Social Services
- b. Department of Health Services

- c. Department of Mental Health
- d. Department of Children and Family Services
- e. Department of Community and Senior Services
- f. Chief Administrative Office

5.1.20 Deduction for Insufficient Call Volume - CONTRACTOR

CONTRACTOR shall handle a minimum of 250,000 calls per year (July 1 though June 30 unless otherwise specified). CONTRACTOR shall provide COUNTY written justification within five (5) business days for any projected call volume of less than 250,000 calls per year calculated utilizing monthly report data after 270 days have elapsed from the effective date of this Contract. CONTRACTOR shall include with written justification the method used to calculate the projected call volume. COUNTY shall review the call volume projection and shall have the option to update the call volume projection based on more recent call data. COUNTY shall review justification and if it is determined that the projected call volume below 250,000 calls per year is unjustified, COUNTY shall deduct \$13.60 per call below the threshold of 250,000 calls per year. A final accounting shall be made at the end of the term of this Contract and any adjustment required to reconcile with the final accounting shall be made from the final monthly payment from COUNTY to CONTRACTOR required under this Contract.

This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this CONTRACT provided by law or as specified in the Performance Requirements Summary (PRS), and shall not, in any manner, restrict or limit the COUNTY's right to terminate this CONTRACT as agreed to herein.

5.1.21 CONTRACTOR to Work with COUNTY on Feasibility Studies for Adding Call Capacity

Within 180 days of the effective date of the Contract, CONTRACTOR, CCA, and appropriate COUNTY departments shall determine the feasibility of transferring additional call volume from existing COUNTY programs to CONTRACTOR. The feasibility study shall include recommendations for the remaining term of the Contract and for any subsequent new Contract between COUNTY and CONTRACTOR or extension of this Contract.

5.2 Elder Abuse Hotline

CONTRACTOR shall provide and maintain a toll-free hotline through the existing 1 (877) 477-3646 number in accordance with DCSS and DPSS policies and procedures (refer to Technical Exhibit 6.4 for Elder Abuse Hotline Protocols).

CONTRACTOR is required to provide answering services twenty-four (24) hours per day, 365 days per year. The IVR Menu System cannot be used in conjunction with this service. CONTRACTOR is required to accept collect calls, on another established line, from callers who are outside the service area.

CONTRACTOR staff shall:

- 5.2.1 Provide immediate priority response to callers and walk-in clients.
- 5.2.2 Refer suspected cases of elder abuse and dependent adult abuse to APS according to established protocols. (Technical Exhibit 6.4, Elder Abuse Hotline Protocols, for established procedures).

5.2.2.1 APS During Regular Hours

Refer APS related callers and any follow-up calls requiring APS follow-up to the APS Centralized Intake Unit.

5.2.2.2 APS Referrals After Hours

Refer calls requiring APS follow-up to the After Hours APS Social Worker. COUNTY DCSS will provide CONTRACTOR with a weekly duty schedule of After Hours Social Services staff.

- 5.2.3 Refer all calls from persons mandated to report suspected cases of elder abuse and dependent adult abuse pursuant to *Welfare & Institutions Code* (WIC) Section 15630 to APS.
- 5.2.4 Provide COUNTY APS with a copy of the completed telephone transactions form for each call received on the Hotline. Forms are to be faxed to APS.

5.3 Community Resource Information Bank (CRIB)

CONTRACTOR shall maintain an effective resource information database. This system consists of listings of private and public agencies and programs which provide charitable and social services in the County of Los Angeles and whose services are directed toward the solution of human services problems. COUNTY shall retain ownership of intellectual property (data) contained in the CRIB.

5.3.1 CRIB Database Maintenance

- 5.3.1.1 CONTRACTOR shall be responsible for maintaining the CRIB in accordance with criteria described hereunder.
- 5.3.1.2 Each agency/program listing will include:
 - a. Name of agency and type of service provided;
 - b. Application procedures;
 - c. Criteria for service eligibility;
 - d. Information concerning service availability, including hours, physical location, and notation if there are waiting lists;
 - e. Fees or other costs to the client;
 - f. Facilitating services which are available, such as translation or transportation;
 - g. Geographic area served; and
 - h. Source(s) of financial support for the agency/program.

5.3.2 Program Indexing

CONTRACTOR shall index each program using CONTRACTOR Taxonomy. CONTRACTOR shall provide COUNTY with access to Taxonomy through provision of a license or other authorization. COUNTY shall utilize Taxonomy in conjunction with COUNTY provision of CRIB information to COUNTY departments.

5.3.3 Annual Updates

CONTRACTOR shall perform, at a minimum, an annual update for each listed agency as follows:

5.3.3.1 At the beginning of the contract year a copy of every agency record in the database shall be sent to the respective agencies for verification and update. At least three (3) efforts shall be made, if necessary, to ensure that these records are received by the respective agencies and that CONTRACTOR has verified any changes to these records. These efforts shall include at a minimum:

- a. A mailing or electronic mailing to the agency;
- b. A follow-up mailing or electronic mailing if the agency does not respond to the first request; or
- c. A follow-up telephone call if the agency does not respond to the mailing or electronic mailing and/or second request.
- 5.3.3.2 The date of the mailing(s) and the dates and results of telephone calls will be documented. If CONTRACTOR is unable to verify the database record with an agency, it may, at its discretion, delete the entry from the database.
- 5.3.3.3 For those agencies that responded, an updated entry will be completed.
- 5.3.3.4 The entries will be reviewed and edited to ensure that necessary changes have been made accurately.
- 5.3.3.5 Failure to conduct annual reviews of every agency listed in the resource database will result in a penalty of \$25 for each agency that is not updated.

5.3.4 Add New Agencies

CONTRACTOR shall add new agencies to the database file by:

- 5.3.4.1 Mailing an *Agency Profile* form and an explanatory letter to newly identified agencies and performing follow-up, where appropriate, to ensure return of the completed forms.
- 5.3.4.2 Checking the return *Agency Profile* form for completeness of information, reviewing any additional materials the agency may have sent, and making a determination as to the agency's eligibility for listing, in accordance with Inclusion Criteria as provided in Section 5.5 hereunder.
- 5.3.4.3 Completing a new CRIB entry.
- 5.3.4.4 Reviewing and editing new entries to ensure that all information has been entered accurately; and
- 5.3.4.5 Sending a copy of the new entry to the agency with an explanatory cover letter.

5.3.5 Intermittent Changes

CONTRACTOR shall make intermittent changes in CRIB agency/program entries by:

- 5.3.5.1 Contacting the agency to verify the identified changes;
- 5.3.5.2 Completing an updated entry; and
- 5.3.5.3 Reviewing and editing changed entries, as needed, to ensure accuracy.
- 5.3.5.4 Should CONTRACTOR fail to update an intermittent change, a penalty of \$25 per omitted intermittent change shall be imposed.

5.3.6 <u>Tracking System</u>

CONTRACTOR shall maintain a tracking system sufficient to ensure appropriate follow-through on surveys, new entries, and changes.

5.3.7 On-Line Access

CONTRACTOR shall provide the CRA's On-Line Access to the CRIB via computer terminals and maintain an adequate hard copy back-up system. COUNTY shall provide on-line CRIB access to COUNTY departments. COUNTY access to CRIB may be achieved through an Internet-based or data file transfer application.

5.3.8 Hard Copy Products, Tape, and Electronic Versions of CRIB

In addition to On-Line Access described in 5.3.7, hard copy products, tape, and electronic versions of the CRIB shall be provided to COUNTY upon request. COUNTY shall be responsible for providing CRIB access to COUNTY departments. A hard copy version and an electronic version of the CRIB shall be provided at the termination of the Contract.

5.4 Coordinated Network of Information and Referral Programs

CONTRACTOR shall develop and maintain effective linkages between CONTRACTOR and the functionally specialized I&R programs in the community. CONTRACTOR's role shall be to work with the specialized I&R programs that can provide more intensive I&R assistance in specialized problem areas. CONTRACTOR shall also work to ensure that functionally specialized I&R programs make appropriate use of CONTRACTOR's comprehensive services.

5.5 Information and Referral Resource File Inclusion Criteria and Referral Procedure

It is the function of CONTRACTOR to provide information about referrals to a broad range of human service agencies throughout the County of Los Angeles. It is the intent that CONTRACTOR employees will provide as much information as possible to individuals calling in order that the caller can make an informed decision as to the best resource(s) available to him or her. While CONTRACTOR employees will seek to give the most accurate and appropriate information and/or referrals possible, CONTRACTOR is not responsible for the quality of service delivered by any agency to which caller is referred. CONTRACTOR employees should always be sure that they do not put themselves in the position of recommending a particular agency.

It shall be CONTRACTOR's practice to maintain CRIB with a comprehensive listing of resources of agencies and programs whose services are directed toward the solution of human service problems.

5.5.1 Licensing

Where licensing standards for a given field of service exist, only those agencies which meet these standards may be included in the file. These areas include: Child care, residential treatment, board and care homes, group homes, hospitals and nursing homes/convalescent hospitals. First preference for referral will be given to functioning central "clearinghouse" organizations where they exist.

- 5.5.1.1 Where licensing standards are not known to exist, CONTRACTOR will use one or more of the following guidelines to establish the validity of the agency's service:
 - a. Evidence of an established service site;
 - b. Demonstrated provision of service for a period of at least six (6) months; and
 - c. Evidence of community involvement in or oversight of program (e.g., Board of Directors, advisory committee, etc.)

5.5.2 Agency Validation

CONTRACTOR will use one or more of the following means in the validation process:

5.5.2.1 Site visit and face-to-face interview;

- 5.5.2.2 References from clients or affiliated professionals;
- 5.5.2.3 Consultation with other agencies in the same field of service or geographic proximity; or
- 5.5.2.4 Check with local law enforcement and/or consumer complaint agencies.

5.5.3 Special Circumstances

When special circumstances exist which are not effectively covered by the preceding guidelines, a responsible review panel shall be appointed by CONTRACTOR, which may include CONTRACTOR's Board of Directors. The review panel will make a determination about the appropriateness of inclusion of the agency in the CRIB on an individual basis.

5.5.4 Agencies Excluded From the CRIB

For a variety of reasons, including the general availability of publicly funded or low cost, not-for-profit programs in certain service categories and the difficulty in identifying a uniform standard of service quality for certain categories of service, CONTRACTOR shall not include in its file:

- 5.5.4.1 Employment agencies;
- 5.5.4.2 Mental Health and Counseling agencies which are not established as public or private non-profit organizations;
- 5.5.4.3 For-profit outpatient substance abuse counseling programs; and
- 5.5.4.4 Individual practitioners of any type, including individual private providers or donors.

Requests for exceptions to these evaluation criteria may be submitted to the COUNTY for COUNTY review. The COUNTY shall have sole discretion in determining whether to exclude any agency.

5.5.5 Agencies Included in the CRIB

For the following types/categories of service providers it will be CONTRACTOR's practice to list and refer to specialized referral services and professional associations which maintain current listings of individual practitioners:

- 5.5.5.1 Counseling/Psychiatric providers;
- 5.5.5.2 Medical providers;
- 5.5.5.3 Dental providers; and
- 5.5.5.4 Legal providers.

Groups of individual practitioners who have incorporated under another name will be treated in the same manner as other individual practitioners (reference Sub-section 5.5.4 above).

5.5.6 Non-Profit and Profit Agencies

CONTRACTOR may list both for-profit and non-profit agencies in all service categories except for those excluded as noted herein, following the validation process described in Sub-section 5.5.2 above. CONTRACTOR employees may refer to for-profit agencies if non-profit agencies are not available in a particular geographic or service area, or if the caller specifically indicates that cost is not a factor. In all cases, callers will be informed when agencies to which they are referred are profit-making.

5.5.7 <u>Non Discrimination in Services</u>

No agency which denies service on the basis of color, race, religion, ancestry or nationality, which proselytizes as a condition of service, or whose service is illegal, will be included in CONTRACTOR's resource file.

5.6 Employer Call Center

CONTRACTOR shall operate and maintain, through the 2-1-1 I&R system, a comprehensive resource/referral service exclusively for employers/businesses to connect with a wide variety of business and employer-related services throughout the COUNTY. Callers will be provided with information about available employer-related resources and services, and referrals to appropriate agencies, as designated by the COUNTY, to access resources and services. CONTRACTOR staff shall professionally respond to and make service referrals which address any needs identified by an employer. These needs include, but are not limited to the following:

- a. Additional employees;
- b. New employee or incumbent employee education or training services;

- c. Downsizing or outplacement services;
- d. Technical information or assistance; or
- e. Employment resources and programs for recruiting and hiring individuals on public assistance.
- 5.6.1 CONTRACTOR shall provide an IVR Menu System to offer information to callers about the services and resources available through the Employer Call Center.
 - 5.6.1.1 Callers may be advised to leave their names, the names of their businesses, and contact information so CONTRACTOR staff can return their calls as quickly as possible the next business day.
- 5.6.2 CONTRACTOR shall have the ability to adapt, expand and maintain accurate files/listings in the CRIB database of appropriate service providers across Los Angeles County with the capability of addressing questions or needs an employer may have. At minimum, database listings shall include detailed information about services offered by each service provider, contact persons, telephone numbers, hours, and availability of services.
- 5.6.3 Every call shall be documented in a manner that will allow CONTRACTOR to produce automated reports on various Employer Call Center activities and call outcomes, as requested by COUNTY.
- 5.6.4 CONTRACTOR shall have the ability to connect employer calls directly and immediately with any service provider capable of addressing their need(s). CONTRACTOR shall offer this Employer Call Service to the employer and make such direct service provider telephone connections to the extent the employer desires it.
- 5.6.5 CONTRACTOR shall submit a monthly management report on the utilization patterns of the Employer Call Center with its monthly invoice. This report shall include, but may not be limited to, information on various Employer Call Center activities and outcomes as requested by the COUNTY.

- 5.6.6 Following the execution of the Contract, the CONTRACTOR shall participate, at no additional cost, on an Employer Call Center Committee comprised of COUNTY and other COUNTY partner organizations it deems appropriate. The purpose of the committee is to solve any implementation issues related to either: (1) the integration of Employer Call Center operations into other aspects of the Countywide marketing and service delivery partnership, of which COUNTY is a partner; or (2) newly identified partnership needs or expectations in the Employer Call Center role or operations.
- 5.6.7 CONTRACTOR shall remain flexible in their ability to make modifications to Employer Call Center responsibilities and operations.
- 5.7 Code Enforcement Toll-Free Hotline and Chief Administrative Office Department Emergency Plan Hotline

CONTRACTOR shall maintain a comprehensive, Countywide toll-free dedicated telephone line to provide resource/referral service for residents of the unincorporated communities of Los Angeles County to report potential code violations, receive information on the enforcement of various COUNTY-enforced codes and regulations, and receive referrals to the appropriate COUNTY department or other government agency. In all cases, CONTRACTOR shall maintain database records for use in following-up on the outcome of calls made to CETH. CETH shall focus on potential violations of COUNTY Code. The CETH system shall be designed to expand to include additional code enforcement programs and services as needed.

The CONTRACTOR shall have the capability of handling call volume described in Section 5.8 hereunder.

- 5.7.1 CONTRACTOR shall be staffed by multilingual CRAs and will operate between the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday. 80 percent (80%) of CETH calls shall be answered in one (1) minute or less.
 - 5.7.1.1 COUNTY shall notify CONTRACTOR of any required modifications to this schedule. CONTRACTOR shall provide extended service, as needed, within twenty-four (24) hours of COUNTY request.
- 5.7.2 CONTRACTOR shall provide an IVR Menu System between the hours of 7:00 p.m. and 7:00 a.m., Monday through Friday and all day Saturday and Sunday. The IVR Menu System shall provide callers with:
 - a. The means to immediately report emergency situations;

- Ability to leave their personal data, including name, phone number, residence zip code (and address if provided), and non-emergent problem description; and
- c. Information on reporting potential code enforcement violations, locations of facilities in their area, telephone numbers to report potential code enforcement violations (during and after business hours), and other appropriate information.
- 5.7.3 CONTRACTOR shall have access to necessary referral information maintained by COUNTY departments and agencies that respond to code enforcement violations and issues throughout the COUNTY. Detailed information about the programs and services offered, contact persons, and telephone numbers shall be included. CONTRACTOR shall compile non-COUNTY agency information which shall include, but not be limited to, municipal service departments providing like code enforcement within an incorporated city boundary.
- 5.7.4 CONTRACTOR shall process each call in one of the following manners:
 - a. Refer the caller to the appropriate COUNTY department or other agency;
 - b. Collect potential code violation and inquiry information and transfer the call to the appropriate department; or
 - c. Collect potential code violation or inquiry information and refer the information to the appropriate department. (The caller shall be informed which department will receive the referral and provided the appropriate number if no response is made to the caller within a prescribed amount of time).
- 5.7.5 CONTRACTOR shall maintain information in a format that will allow the COUNTY to request, in addition to regular statistical reports, ad hoc reports as needed. The following information about each call answered under the contract shall be documented:
 - a. Telephone number of caller (if provided);
 - b. Zip code of caller (if provided);
 - c. Address, zip code, and nature of potential code violation or problem;
 - d. Department(s) receiving referral;

- e. Type of referral provided (transfer to department, information provided to caller, report taken, etc.);
- f. Language required by caller;
- g. Date, time, and duration of call;
- h. Call urgency (routine, emergency, etc.)
- Availability to caller (first time call versus call-back due to previous call answered through the IVR Menu System);
- j. Applicability of call (code enforcement call versus non-code enforcement); and
- k. Referrals made to non-COUNTY agencies.
- 5.7.6 CONTRACTOR shall collect and compile the following:
 - a. Call volume by day of the week in hourly time increments;
 - b. Call answering time by day of the week in hourly time increments;
 - c. Call duration;
 - d. Call abandon rate;
 - e. Call volume during after-hours;
 - f. System unavailability (downtime); and
 - g. Summary reports shall be compiled and distributed to the COUNTY on a monthly, quarterly and annual basis.
- 5.7.7 CONTRACTOR shall follow-up with a minimum of 10 percent (10%) of the calls received in order to assess the quality of services provided by referral departments. Control numbers shall be assigned to calls for tracking purposes. CONTRACTOR shall provide COUNTY with a monthly report of survey (follow-up) calls indicating the number of callers contacted, the number of callers satisfied with the quality of services provided by CONTRACTOR, and number of callers satisfied with the quality of services provided by COUNTY.
- 5.7.8 CONTRACTOR shall meet with COUNTY as needed to monitor and oversee the implementation of the CETH project.

5.7.9 Should the projected volume of calls fail to meet COUNTY expectations, the COUNTY may provide 60-Day notice to terminate or reduce CETH. CONTRACTOR shall notify each caller to the CETH number to utilize the COUNTY Help Line number in the future. The CETH number shall no longer be marketed by the COUNTY. Code enforcement calls shall be marketed through the COUNTY Help Line.

5.7.10 Chief Administrative Office Department Emergency Plan Hotline

CONTRACTOR shall have the ability to provide a specialized IVR Menu System for employees of the CAO following a local or regional disaster in which CAO work schedules, work assignments, and work locations are subject to change. Consistent with the CAO DEP, CAO employees shall have the ability to call the phone number utilized by CETH following a local or regional disaster or other event as required by the CAO and utilize the IVR Menu System to receive updated information. The COUNTY will provide CONTRACTOR with updated information and develop scripts prior to utilization of the service. COUNTY shall designate CAO staff authorized to access the system or request activation of the CAO DEP feature.

5.8 Unincorporated Community Help Line (Help Line)

CONTRACTOR shall maintain a comprehensive, Countywide toll-free dedicated telephone line to provide resource/referral service for residents of the unincorporated communities of Los Angeles County to receive referrals to the appropriate COUNTY department, government agency, or non-profit organization. In all cases, CONTRACTOR shall maintain database records for use in following up on the outcome of calls made to the Help Line. The Help Line shall focus on services provided by COUNTY departments. The Help Line shall be designed to expand to include additional programs and services as needed. Calls received through 2-1-1 for unincorporated municipal service I&R shall be transferred to the Help Line.

CONTRACTOR shall have the capability of handling a combined call capacity for CETH and Help Line of 2,500 calls per month.

- 5.8.1 CONTRACTOR shall be staffed by multilingual CRAs and will operate between the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday. 80 percent (80%) of Help Line calls shall be answered in one (1) minute or less. CONTRACTOR shall provide extended service, as needed, within 24 hours of COUNTY request.
- 5.8.2 CONTRACTOR shall provide an IVR Menu System between the hours of 7:00 p.m. and 7:00 a.m. Monday through Friday and all day Saturday and Sunday. The IVR Menu System shall provide callers with:

- a. The means to immediately report emergency situations;
- Ability to leave their personal data, including name, phone number, residence zip code (and address if provided), and problem description; and
- c. Information on programs and facilities in their area (during and after business hours), and other appropriate information.
- 5.8.3 CONTRACTOR shall have access to necessary referral information maintained by COUNTY departments and agencies that provide services throughout the COUNTY. Detailed information about the programs and services offered, contact persons, and telephone numbers shall be included. Non-COUNTY agency information shall be compiled by CRAs and Specialists and utilized as needed. Non-COUNTY agency information shall include, but not be limited to, municipal service departments providing like services within an incorporated city boundary.
- 5.8.4 CONTRACTOR shall process each call in one of the following manners:
 - Refer the caller to the appropriate COUNTY department or other Agency;
 - b. Collect service or program inquiry information and transfer the call to the appropriate department; or
 - c. Collect service or program inquiry information and refer the information to the appropriate department. (The caller shall be informed which department(s) will receive the referral and provided the appropriate number(s) if no response is made to the caller within a prescribed amount of time).
- 5.8.5 CONTRACTOR shall maintain information in a format that will allow the COUNTY to request, in addition to regular statistical reports, ad hoc reports as needed. The following information about each call answered shall be documented:
 - a. Telephone number of caller (if provided);
 - b. Zip code of caller (if provided);
 - c. Address, zip code, and nature of call;
 - d. Department(s) receiving referral;

- e. Type of referral provided (transfer to department, information provided to caller, report taken, etc.);
- f. Language required by caller;
- g. Date, time, and duration of call;
- h. Call urgency (routine, emergency, etc.);
- Availability to caller (first time call versus call-back due to previous call answered by the IVR Menu System);
- j. Applicability of call (Help Line call versus non-Help Line call); and
- k. Referrals made to non-County agencies.
- 5.8.6 CONTRACTOR shall collect and compile the following performance information:
 - a. Call volume by day of the week in hourly time increments.
 - b. Call answering time by day of the week in hourly time increments.
 - c. Call duration
 - d. Call abandon rate.
 - e. Call volume during after-hours.
 - f. System unavailability (downtime).
 - g. Summary reports shall be compiled and distributed to the COUNTY on monthly, quarterly and annual basis.
- 5.8.7 CONTRACTOR shall follow-up with a minimum of 10 percent (10%) of the calls received in order to assess the quality of services provided by referral departments. Control numbers shall be assigned to calls for tracking purposes. CONTRACTOR shall provide COUNTY with a monthly report of survey (follow-up) calls indicating the number of callers contacted, the number of callers satisfied with the quality of services provided by CONTRACTOR, and number of callers satisfied with the quality of services provided by COUNTY.
- 5.8.8 CONTRACTOR shall meet with COUNTY as needed to monitor and oversee the operations of the Help Line.

- 5.8.9 Should the projected volume of calls fail to meet COUNTY expectations, the COUNTY may provide 60-Day notice to terminate or reduce Help Line.
- 5.8.10 COUNTY shall have the option to market CETH and the Help Line through the use of the 2-1-1 dialing code. If calls for CETH and Help Line are answered through 2-1-1, CONTRACTOR shall provide a method to transfer calls to CRA's with appropriate skill sets for CETH and Help Line through use of the IVR Menu System or internal call transfer.

5.9 Cultural Awareness and Child Abuse Reporting Responsibilities

CONTRACTOR shall provide to CONTRACTOR employees, cultural awareness, and sensitivity training and provide child abuse training, using training materials provided by COUNTY (see Section 1.3 Key CONTRACTOR Personnel, Section 3.0, COUNTY Furnished Items, and Section 4.0, CONTRACTOR Furnished Items).

5.10 Required Notices

CONTRACTOR shall ensure that Equal Employment Opportunity and the State-approved Non Discrimination in Services poster, *Equal Under the Law*, are posted in CONTRACTOR's facilities, where they are easily accessible to CONTRACTOR's employees.

5.11 Conciliation/Grievance/State Hearings

CONTRACTOR shall participate in conciliation, grievance, State and other public hearings upon request of COUNTY, including attendance by CONTRACTOR's staff and providing records and documents as necessary. Whenever possible, COUNTY shall provide CONTRACTOR with at least three (3) business days notice prior to such meetings.

5.12 Statistical Reporting

CONTRACTOR shall maintain uniform reporting formats and maintain records for 2-1-1 and general I&R services (including, but not limited to homeless service referrals and resources), Elder Abuse Hotline, CRIB service, Employer Call Center, CETH and Help Line, including a written record of complaints, not only for the purpose of documentation, evaluation and accountability, but also for needs assessment and other planning purposes.

5.13 Support Services

5.13.1 CONTRACTOR shall be responsible for providing leadership in a series of support service areas to bring about system-wide improvements in the quality and usefulness of I&RI Service. The support services shall conform to the *California Department of Social Services Divisions 10* and 30 of *Policies and Procedures* requirements and shall, in addition, include:

5.13.1.1 Marketing Analysis

CONTRACTOR shall assist COUNTY in preparing and implementing 2-1-1 marketing plans and assist in analyzing the impact of all 2-1-1 I&R marketing. COUNTY shall approve all marketing campaigns associated with 2-1-1 or specialized I&R programs covered under this Contract.

5.13.1.2 Standards and Quality Control

CONTRACTOR shall maintain and enforce appropriate standards and quality controls. CONTRACTOR shall monitor the quality of 2-1-1 and all other general I&R service, the Elder Abuse Hotline, CRIB, CETH and CAO DEP Hotline, Help Line, and Employer Call Center.

5.13.1.3 **Training**

CONTRACTOR shall develop and regularly update training and technical assistance resources and make these available to participants in the I&R Federation.

5.13.1.4 Community Planning

CONTRACTOR shall provide coordination among the specialized and geographically limited I&R programs throughout the COUNTY by holding network meetings and providing training sessions on I&R techniques.

5.13.1.5 Recruitment

CONTRACTOR shall make reasonable efforts to establish written agreements with additional specialized I&R agencies.

5.13.1.6 Monitoring

CONTRACTOR shall monitor the COUNTY's I&R system and initiate or advocate changes to fill perceived gaps in services and to eliminate duplication.

5.13.2 CRIB Access and Response to Requests for Information

CONTRACTOR shall provide COUNTY with license to utilize Taxonomy utilized by CONTRACTOR to assist COUNTY in developing an application to provide access of CRIB data to COUNTY departments for purposes of generating ad-hoc reports, developing directories, and other materials. This arrangement shall minimize the need for COUNTY departments to request CONTRACTOR to provide specialized materials. COUNTY departments will be responsible for contacting the CCA prior to making any special request of CONTRACTOR.

However, in no case shall the CONTRACTOR be expected or required to provide specialized services to COUNTY departments if:

- a. The CONTRACTOR incurs any significant additional costs in providing such services; and/or
- Financial resources and staff time required to fulfill the obligations of this Contract must be diverted in order to provide the service.

COUNTY and CONTRACTOR shall determine if additional costs of such service are significant, and whether or not financial resources and staff time must be diverted in order to provide such enhanced access.

5.14 COLLOCATION OF CONTRACTOR STAFF IN COUNTY OFFICES

- 5.14.1 Upon mutual agreement, CONTRACTOR may provide I&R Services in COUNTY facilities through the use of a CRA(s) and/or any support staff deemed necessary by COUNTY and CONTRACTOR.
- 5.14.2 CONTRACTOR may utilize COUNTY premises herein and above designated only for the purpose of providing I&R Services. It is expressly understood that this Contract does not constitute the conveyance by COUNTY to CONTRACTOR of any estate or interest in real property.

5.14.3 CONTRACTOR shall:

5.14.3.1 Abide by the COUNTY's rules and regulations as described in this contract Section 8.42.

- 5.14.3.2 Keep the area occupied in a clean and sanitary manner.
- 5.14.3.3 Assume the risk of any loss, damage, or destruction (collectively referred to as loss) of any and all personal property belonging to CONTRACTOR and CONTRACTOR'S employees. CONTRACTOR'S assumption of loss shall apply to personal property whether installed or placed within the area occupied, and include loss resulting from any cause whatsoever, including but not limited to fire, theft, and other perils.
- 5.14.3.4 Repair any and all damage beyond normal wear and tear to COUNTY property arising out of the conduct of CONTRACTOR activities on the premises.
- 5.14.3.5 Upon termination of this Contract, or upon the end of any outstation project, restore the area occupied to the conditions that existed prior to the commencement of the activities authorized by COUNTY, other than for ordinary wear and tear and damage or destruction from forces beyond the control of CONTRACTOR.
- 5.14.3.6 Permit COUNTY staff to access any premises occupied by the CONTRACTOR at any time for the purpose of determining whether CONTRACTOR activities are being conducted in compliance with the terms of this Contract, or for any other purpose incidental to the performance of the duties required of the COUNTY.
- 5.14.3.7 Provide a mutually agreed upon number of CRAs to be located at identified COUNTY offices.
- 5.14.4 COUNTY shall provide the workspace and equipment necessary for the performance of collocated I&R services in COUNTY offices. Determination of what equipment is necessary for these services shall be mutually agreed upon by COUNTY and CONTRACTOR.

5.14.5 Alterations and Improvements to Facilities

- 5.14.5.1 CONTRACTOR shall make no alterations or improvements to the premises furnished by the COUNTY for the conduct of the activities authorized by the Contract, other than for the installation and placement therein of personal property required for the conduct of said activities, without the prior written consent of COUNTY. Alterations or improvements may need to be competitively bid after approval of plans and specifications by the Board of Supervisors, all in accordance with appropriate statutes and ordinances.
- 5.14.5.2 All personal property furnished by the CONTRACTOR, including personal property installed, or placed on the premises, shall be removed by the Contracts termination date. In the event of failure to do so, title thereto shall vest in COUNTY.
- 5.14.5.3 All alterations, additions, or betterments to the premises furnished by the CONTRACTOR shall remain the property of the COUNTY upon termination of this Contract.

5.15 PILOT PROGRAMS

Upon mutual agreement, COUNTY and CONTRACTOR, at no additional cost to COUNTY, may develop alternative means of providing I&R services.

5.16 ADDITIONAL RESPONSIBILITIES ASSOCIATED WITH 2-1-1 IMPLEMENTATION

5.16.1 <u>2-1-1 Switching and Programming</u>

CONTRACTOR will provide 2-1-1 access to all land line phones, with the exception of facilities that knowingly block access to 2-1-1 and other 3-digit dialing codes, within Los Angeles County as of the effective date of this Contract. CONTRACTOR shall perform testing of all equipment, troubleshoot, and work with telephone service providers to resolve any issue related to connectivity. CONTRACTOR shall immediately inform CCA of any issue related to connectivity which will impact the ability of callers to utilize the 2-1-1 dialing code. CONTRACTOR shall work with COUNTY to resolve any access issues associated with wireless telephone carriers, Internet-based phone services, or other methods of potential access to 2-1-1.

5.16.2 Interactive Voice Recognition (IVR) System

CONTRACTOR shall utilize an IVR Menu System to allow users to access menu options. CONTRACTOR shall take appropriate measures to ensure the hearing impaired community using TDD/TTY equipment to have access to the 2-1-1 system.

5.16.3 2-1-1 Call Recording and Caller ID

CONTRACTOR shall record all 2-1-1 calls as part of its quality control program and place a message notifying callers that calls may be monitored and recorded. CONTRACTOR shall maintain an archive of recorded calls for up to one year.

CONTRACTOR shall utilize caller ID functionality in order to more quickly and effectively handle crisis and/ or suicide calls that need 9-1-1 response.

TECHNICAL EXHIBIT 6.1 PERFORMANCE REQUIREMENTS SUMMARY

TECHNICAL EXHIBIT 6.1

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

6.1 Introduction

The PRS displays the major services that will be monitored during the term of the Contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, COUNTY's preferred method of monitoring, and the unsatisfactory performance indicator which may be assessed if the service is not satisfactorily provided.

All listings of "required service" or "Standard" used in the PRS are intended to be completely consistent with the main body of this Contract and Statement of Work, and are not meant, in any case, to create, extend, revise or expand any obligation of CONTRACTOR beyond that defined in the main body of the Contract and Statement of Work. If any required service or Standard seems to be created in the PRS which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on CONTRACTOR and will not be the basis of the assignment of points.

The COUNTY expects a high standard of CONTRACTOR performance for the required service. CCA will work with the CONTRACTOR to help resolve areas of difficulty brought to the attention of the CCA by CONTRACTOR before the allowable deviation from the acceptable Standard occurs. However, it is the CONTRACTOR's responsibility to provide the services set forth in this Contract and summarized in the PRS. This section does not modify or replace CONTRACTOR's obligation to provide expert professional services to the COUNTY.

6.2 Performance Requirements Summary (PRS) Chart

The Performance Requirements Summary Chart is at the end of this exhibit and:

- 6.2.1 Lists the contract requirements considered most critical to acceptable contract performance (Column 1 of chart);
- 6.2.2 Denotes the indicators used to determine that the Standards have been met (Column 2 of chart);
- 6.2.3 Defines the Standard of performance for each required service (Column 3 of chart);

- 6.2.4 Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the COUNTY assesses penalty amounts and/or points (Column 4 of chart); and
- 6.2.5 Shows the amount of unsatisfactory performance indicator amounts and/or points that may be assessed for exceeding the AQL (Column 5 of chart). These indicators may serve as the baseline for assessing liquidated damages.

6.3 Quality Assurance

Each month CONTRACTOR performance will be compared to the contract standards and acceptable quality levels (AQL's) using the Quality Assurance Monitoring Plan (QAMP). COUNTY may use a variety of inspection methods to evaluate the CONTRACTOR's performance, including:

- 6.3.1 Review of Reports, Statistical Record and Files.
- 6.3.2 User Complaints.
- 6.3.3 Random Sampling (which is a standardized method for monitoring product (output) quality wherein all products within a lot (batch) stand a statistically equal chance of being selected for inspection). For random sample tables/methods to be used by COUNTY, refer to book entitled Handbooks Sampling for Auditing and Accounting (2nd Edition) by Herbert Arkin.
- 6.3.4 Site visits.

6.4 Contract Discrepancy Report (CDR)

Performance of a listed service is considered acceptable when the number of discrepancies found during contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL. When the performance is unacceptable, the CONTRACTOR may be required to respond to a Contract Discrepancy Report (CDR), Technical Exhibit 6.2, as follows:

6.4.1 Verbal notification of a contract discrepancy will be made to the Contract Manager or alternate as soon as possible whenever a contract discrepancy is identified. When possible, the problem shall be immediately resolved by the Contract Manager. The CCA will determine whether a CDR will be issued.

- 6.4.2 If a CDR is issued, it will be mailed or hand carried, at CCA's discretion, to the Contract Manager or alternate.
- 6.4.3 Upon receipt of a CDR, the CONTRACTOR is required to respond in writing to the CCA within five (5) business days acknowledging the reported discrepancies, presenting contrary evidence or providing explanation for the questioned action. A program for immediate corrective action of all failures of performance identified in the CDR shall be presented to COUNTY within ten (10) business days.
- 6.4.4 The CCA will evaluate the CONTRACTOR's explanation on the CDR and if the CCA determines that the unsatisfactory performance was caused by circumstances beyond the CONTRACTOR's control and without fault or negligence by CONTRACTOR, the CCA may decline to count such point(s) as unsatisfactory performance for the month.

6.5 <u>Criteria for Acceptable or Unacceptable Performance</u>

Determination of the number of defects that renders a service unsatisfactory:

6.5.1 The sample is selected at random so that it will be representative of the entire population. The sample is compared to the standard and conclusions are made about CONTRACTOR performance for the whole group. The random sampling plan includes the following information:

Acceptable Quality Level (AQL) - The maximum percent or units of defects that can be accepted and still meet the contract Standard for satisfactory performance;

- Lot Size The total number of unit or services to be provided;
- Sample Size The number of units to be checked in a given time period; and
- Acceptance/Rejection Numbers the numbers which indicate whether the lot is acceptable or unacceptable.
- 6.5.2 The AQL for each sampling is taken from the Performance Requirements Summary. The lot size is determined by estimating how often CONTRACTOR will provide a service during the sample period. To ensure each service has an equal chance of being selected, a random number table or any other randomizer tool is used to determine the sample.

- 6.5.3 The Unsatisfactory Performance Indicator (UPI) points assessed from the sample size shall be applied to the lot size. For example, a sample size of 100 selected from a lot size of 1000, with an AQL of 10 percent (10%), allows for 10 acceptable discrepancies. If 12 discrepancies are found, the entire lot is considered unsatisfactory. For example, if 5 points per incident are to be assessed, the following formula is used:
 - $12 \div 100 \text{ (sample size)} = 12\%$
 - 12% 10% = 2% over the AQL
 - ☐ 12% x 1000 (lot size) = 120 (# of unacceptable discrepancies)
 - 120 x 5 (UPI Points) = 600
- 6.5.4 When services are determined to be unsatisfactorily performed in the time stipulated, COUNTY may still desire the service be properly performed prior to the next scheduled performance review.

6.6 REMEDY OF DEFECTS

Notwithstanding a finding of unsatisfactory service and assessment of UPI, CONTRACTOR must, within a time period specified by COUNTY, remedy any and all defects in the provision of CONTRACTOR's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

6.7 <u>Unsatisfactory Performance Remedies</u>

When CONTRACTOR performance does not conform to the requirements of the contract, COUNTY shall have the right to apply the following nonperformance remedies:

- 6.7.1 Require CONTRACTOR to implement a formal corrective action plan, subject to approval by COUNTY. In the plan, CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 6.7.2 Assess penalty amounts and/or points for each UPI points per month that exceeds the allowable AQL.
- 6.7.3 Suspend or cancel the Contract for systematic, deliberate misrepresentations or in the event the total UPI points exceed one thousand (1,000) points in any one calendar month.

This does not preclude COUNTY's right to terminate the Contract upon thirty (30) days written notice with or without cause, as provided for in Section 49.0, Termination for Convenience of COUNTY, herein above.

6.7.4 Failure of CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within five (5) business days shall constitute authorization for COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of CONTRACTOR's failure to perform said service(s), as determined by COUNTY, shall be credited to COUNTY on CONTRACTOR's future invoice.

PERFORMANCE REQUIREMENTS SUMMARY CHART

			7	
REQUIRED SECTIONS Contractor Personnel	PERFORMANCE INDICATOR CONTRACTOR provides		ALLOWABLE DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	MONTHLY UNSATISFACTORY PERFORMANCE INDICATO POINTS FOR EXCEEDING THE AQL
Section: 1,3	1 C n m t = = 4	be identified in writing prior to effective date of the Contract and within five (5) business days after a change of Contract Manager or alternate is made.	None	300 points per day Contract Manager of alternate is not identified.
		The Contract Manager or alternate responds within twenty four (24) hours of verbal notice from COUNTY, excluding weekends and holidays, and is available for meetings with COUNTY staff within five (5) business days of notification.	None	50 points per day late in responding.
Quality Control (QC) Sections: 1.4, 1.5	reviews records.	start up, revisions provided as requested by CCA. File of QC and monitoring review records maintained and provided as requested by CCA.	None	50 points per day late 5 points per item deficient.
Information & Referral Services Sections: 5.1, 5.16	provides immediate response and accurate information pertinent to the request, special attention to	j i	None	50 points for each percentage point fewer than 80 percent (80%).
	accessible to all persons (including the deaf and non English speakers) in all areas of the County (land	Spanish-speaking callers 100 percent (100%) of the time.		10 points for each percentage point fewer than 50 percent (50%).
	per day, 365 days per year.	CONTRACTOR shall use the IVR Menu System language assessment feature to route calls to appropriate CRA language skill sets or as a means of initiating a link or conference call to a language interpretation service. CONTRACTOR shall maintain a TDD machine in order to ensure the hearing impaired have access to I&R.		500 points per non-operational system, 30 points per validated complaint.
		Accessibility is measured by statistics indicating 2-1-1 I&R Services are effectively delivered to COUNTY residents.		\$13.60 per each I&R ohone call below 250,000 annual 2-1-1 or general &R phone calls.
ection: 5.1.1	services with ability for caller to transfer to the I&R queue and speak to a CRA.	Where deemed feasible and appropriate, CONTRACTOR may utilize IVR Menu System to disseminate resource information to callers for I&R services. This feature must be capable of being overridden by caller to directly access CRA.	5	500 points for inoperable system. 300 points if no override eature.

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REQUIRED SECTIONS	PERFORMANCE INDICATOR	STANDARD(S)	ALLOWABLE DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	MONTHLY UNSATISFACTORY PERFORMANCE INDICATOR POINTS FOR EXCEEDING THE AQL
Staff Orientation/ Training, Ongoing Training <u>Section: 5.1.6</u>	New CRAs Tentative Training Schedule Provided to CCA	All new CRAs are given 2-3 weeks of intensive orientation in all aspects of services, receive protocols for handling Child Protective Services and Adult Protective Services calls, work closely with experienced staff for first 2 weeks of their assignments, and receive CRIB procedures training with as-needed training from their immediate supervisor and/or other persons designated by the supervisor.	None	300 points per each untrained CRA upon site visit.
Data Form Preparation Section: 5.1.17	Data Form (Transaction Sheet) Prepared for Each Transaction	Prepare a Transaction Sheet for each information and referral transaction according to standards and procedures set by CONTRACTOR.	None	50 points per omitted Transaction Sheet.
Reports Provided to COUNTY on the Monthly Call Metrics Section 5.1.18	COUNTY with a monthly report on the volume of 2-1-1	CONTRACTOR provides the COUNTY with a monthly report on the volume of 2-1-1 and general I&R calls received on other telephone lines no later than 30 days after the last day of the subject month. CONTRACTOR includes in the report the volume call trend for all prior months including monthly percent changes to the call volume.	None	50 points per late report.
	•	In addition, CONTRACTOR identifies within the monthly report the volume of calls referred, unassisted and assisted, to the following departments and or the programs sponsored by these departments or facilities operated by these departments: a. Department of Public Social Services b. Department of Health Services c. Department of Mental Health d. Department of Children and Family Services e. Department of Community and Senior Services f. Chief Administrative Office	None	50 points per omitted Department
Section: 5.2	Public and one (1) line for		None	100 points per validated complaint
		Copy of completed telephone Transaction Sheet for each call received on Hotline photocopied and mailed to COUNTY within five (5) working days.	5%	50 points per late/no Transaction Sheet

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REQUIRED SECTIONS Community Resource	PERFORMANCE INDICATOR PERFORMANCE INDICATOR PERFORMANCE INDICATOR		ALLOWABLE DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	MONTHLY UNSATISFACTORY PERFORMANCE INDICATOR POINTS FOR EXCEEDING THE AQL
Information Bank (CRIB) Section: 5.3	Information System Maintained	information system whose database entries are correctly indexed, and updated annually and as identified changes occur. Database consists of listings of private and public agencies and programs which provide charitable and social services in the COUNTY and whose services are directed toward the solution of human services problems.	3%	300 points per non operational system; \$25 per each agency no updated annually upor inspection.; \$25 pe intermittent change no updated in the CRIB upor inspection.
Tracking System Section: 5.3.6 On-Line Access	Operational Tracking System Maintained	sufficient to ensure appropriate follow-through on surveys, new entries, and changes.	None	20 points incidence of non-operational tracking system upon inspection
Section: 5.3.7	Copy Back-up System Available	CRAs have On-Line Access to CRIB file via computer terminals; adequate hard-copy back-up system maintained.	None	100 points per documented incidence of no On-Line Access or inadequate back-up system.
CRIB File Section: 5.3.8	Upon Request	Hard copy products, tape, and electronic versions of the CRIB file shall be provided to COUNTY upon request. COUNTY shall be responsible for providing CRIB access to COUNTY departments. A hard copy version and an electronic version of the CRIB file shall be provided at the termination of the Contract.	None	250 points per incidence of non-compliance.
Agencies Section: 5.5	Agencies Listed	Both for-profit and non-profit agencies in all service categories except for those excluded in Section 5.5.4 may be listed; CRAs may refer to for-profit agencies if no non-profit agencies are available in a particular geographic or service area, or if caller specifically indicates that cost is not a factor; callers will always be informed when agencies to which they are referred are profit-making.		20 points per validated complaint
Section: 5.5.3	Appropriateness of Agency Inclusion	On an individual basis, where special circumstances exist, a review panel will determine whether it is appropriate for an agency to be included in the CRIB file.	- 10	20 points per validated complaint or inappropriate agency inclusion
Services :	Services on Basis of Discrimination Excluded	No agency which denies service on the basis of color, race, religion, ancestry or nationality, which proselytizes as a condition of service, or whose service is illegal will be included in the resource file.		00 points per validated complaint

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REQUIRED SECTIONS	PERFORMANCE INDICATOR	STANDARD(S)	ALLOWABLE DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	MONTHLY UNSATISFACTORY PERFORMANCE INDICATOR POINTS FOR EXCEEDING THE AQL
Employer Call Center Section: 5.6	exclusively for employers/businesses to connect with a wide variety of business and employer-related services throughout the COUNTY.	management report on the utilization patterns of the Employer Call Center with its monthly invoice. This report shall include, but not limited to, information on various Employer Call Center activities and outcomes	None	25 points per incidence of non-compliance.
Code Enforcement Toll- Free Hotline (CETH) and CAO DEP Hotline Section: 5.7	information and referral line for unincorporated area	response. Provides accurate information pertinent to the request for services by means of a toll-free (800) number. An IVR Menu System will be operational as needed.	None	500 points per non-operational system, 30 points for each validated complaint.
	System. Provides COUNTY CAO with a call-in center for CAO staff following a local or regional disaster or building	80 percent (80%) of calls to be answered within one (1) minute. CONTRACTOR shall advise callers to	None None	50 points for each percentage point fewer than 80 percent (80%).
	closure.	utilize the Help Line in the future (CETH to be phased out in the future). Follow-up monitoring shall be conducted with monitoring results provided; statistical reports on utilization shall be provided as may be required by COUNTY.	None	10 points per caller not advised.
		CAO DEP feature shall be made available within three (3) hours of notification and confirmation.	None	100 points for failure to monitor, and/or provide required statistical reports. 500 points for each inoperable system. 100 points per hour late.
Help Line Section: 5.8	services information and referral line for unincorporated area residents. Operational from 7:00 a.m. to 7:00 p.m. with an after-hours IVR Menu	The Help Line provides as needed multilingual response; provides accurate information to the request for services by means of a toll-free (800) number. An IVR Menu System will be operational as needed.	None	500 points per non-operational system, 30 points for each validated complaint.
	System.	80 percent (80%) of calls to be answered within one (1) minute.		50 points for each percentage point fewer than 80 percent (80%). 100 points for failure to
		Follow-up monitoring shall be conducted with monitoring results provided; statistical reports on utilization shall be provided as may be required by COUNTY.	None	monitor, and/or provide required statistical reports.
Cultural Awareness and Child Abuse Reporting Responsibilities Section: 5.9	Sensitivity Training Provided, Child Abuse Reporting	Cultural awareness and sensitivity training provided to all CONTRACTOR staff; child abuse reporting responsibility video tape provided by COUNTY shown to all CONTRACTOR staff.	None	15 points per CONTRACTOR staff not provided training/shown video tape upon site visit.

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REQUIRED SECTIONS	PERFORMANCE INDICATOR	STANDARD(S)	ALLOWABLE DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	MONTHLY UNSATISFACTORY PERFORMANCE INDICATO POINTS FOR EXCEEDING THE AQL
Required Notices <u>Section: 5.10</u>	Contractor's Facilities	Equal Employment Opportunity and the State-approved Non-Discrimination in Services poster, Equal Under the Law, posted in CONTRACTOR'S facilities, where they are easily accessible to CONTRACTOR'S employees.	None	15 points per un-poste notice
Conciliation/Grievance/ State Hearings Section: 5.11 Statistical Reporting	Participation in Hearings	Participate in conciliation, grievance, State and other public hearings upon request of COUNTY, including attendance by CONTRACTOR'S staff and providing records and documents as necessary.	None	20 points per failure to participate
Section: 5.13	Statistical Reporting and Accounting Responsibilities Maintained	Uniform reporting formats and records maintained for I&R services, Elder Abuse Hotline, and CRIB services, including a written record of complaints, not only for purposes of documentation, evaluation, and accountability in the I&R system, but also for needs assessment and other planning purposes.	None	30 points error/omission
CRIB Access and Response to Requests or Information Section: 5.13.2	CONTRACTOR provides COUNTY with access to CRIB and license to use Taxonomy.		None	250 points for failure to provide COUNTY access to CRIB.
Coll (Connection		Provides license to COUNTY to utilize Taxonomy for use with providing CRIB access to COUNTY departments.		250 points for failure to provide the COUNTY with license to access Taxonomy upon request
Call Recording Section 5.16.3	cans.	advises callers that calls may be recorded.	None	500 points per non-operational system.
		CONTRACTOR maintains call records for a minimum of one year.		500 points per non-operational system

TECHNICAL EXHIBIT 6.2 CONTRACT DISCREPANCY REPORT

TECHNICAL EXHIBIT 6.2 CONTRACT DISCREPANCY REPORT

10:	
FROM:	
DATES:	
Prepared: Returned by Contractor: Action Completed:	
DISCREPANCY PROBLEMS:	
Signature of CCA Da CONTRACTOR RESPONSE (Cause	te and Corrective Action):
Signature of CCA Da COUNTY EVALUATION OF CONTE	te ACTOR RESPONSE:
Signature of CCA Dai COUNTY ACTIONS:	e

CONTRACTOR NOTIFIED OF ACTION:

CCA's Signature and Date

Contract Representative's Signature and Date

TECHNICAL EXHIBIT 6.3 2-1-1 I&R DOCUMENTATION DATA FIELDS

TECHNICAL EXHIBIT 6.3 211 I&R DOCUMENTATION DATA FIELDS

Data Elements to be Collected

- Preferred Language
- I&R for programs for children ages 0-5
 - o Additional Elements may be Gathered for these Calls
- Zip Code
- First time 2-1-1 Caller or Repeat Caller
- Source of Referral to 2-1-1
- Calls from Service Providers
- Subject(s)/Topic(s) of Request
- Type of Referral Provided
- Agency/Organization Referred
- Phone Number (for survey or follow-up)

TECHNICAL EXHIBIT 6.4 ELDER ABUSE HOTLINE PROTOCOLS

INFO LINE OF LOS ANGELES PROTOCOL FOR HANDLING ELDER ABUSE HOTLINE CALLS

INFO LINE has been contracted with LA County DPSS to staff a 24-hour toll-free hotline to facilitate the reporting of elder (65 and older) and dependent adults (18-64) in endangering situations. Although the hotline has been advertised as the Elder Abuse Hotline, it is currently transitioning to 4-R-Seniors Hotline. However, all reports of dependent adult (18 years or older) abuse or self-neglect will be referred to L A County CSS Adult Protective Services (APS) for investigation/intervention. Dependent adults include persons who are physically or mentally impaired, in extremely poor health, and who therefore may become endangered by their own inability to act or by another's actions or refusal to act.

Calls to the Elder Abuse Hotline (800) 992-1660 or 4-R Seniors Hotline (877) 477-3646 (collect calls are acceptable from out of state) are designated on the telephone display as "Elder Abuse" or "4-R Seniors". These calls are routed through split three and take priority over INFO LINE calls. Elder abuse situations on Info Line will be handled by the advisor who receives the call (they should not be referred or transferred to the Elder Abuse Hotline).

Once it is determined that the inquirer meets the eligibility for Adult Protective Services, it is important to assess if the call is emergent or non-emergent using the following guidelines. If it is difficult to determine, consult with a supervisor.

LIFE - THREATENING/EMERGENT SITUATIONS REQUIRING LINKAGE TO APS OR AN OMBUDSMAN PROGRAM

Callers in imminent danger should be referred to, or connected to 911 in order to receive Fire, Paramedic, Police or Sheriff Services. It is normally INFO LINE's protocol to ascertain whether a caller is capable of dialing 911, and if so, ask him/her do so. This course of action will result in a more rapid response from emergency services. However, advisors must remain cognizant that Hotline callers may be older and possibly confused. Therefore, extra assessment may be required to determine if the caller can indeed call 911. If possible, the advisor should get the inquirer's name and phone number. This will allow for immediate follow-up to ensure that the inquirer did connect with emergency services and for reporting the situation to APS or Ombudsman.

As always, our first priority is the inquirer's safety <u>LIFE-THREATENING/EMERGENT</u> situations include, but are not limited to those in which the inquirer is reported to be:

- > Unconscious, immobilized, or in severe pain and in need of immediate medical attention or hospitalization
- > Tied, chained, locked up or otherwise physically restrained or confined
- > Severely malnourished or dehydrated
- Exposed to a life-threatening health or safety hazard and/or
- Physically or sexually assaulted

NON-EMERGENT SITUATIONS REQUIRING LINKAGE TO APS

Inquirer's in need of APS services are referred to the APS Centralized Intake. Situations in which APS intervention is required include, but are not limited to, those in which the inquirer is reported to be:

- > Threatened with imminent eviction due to inability to manage finances.
- > Threatened with imminent and serious financial loss due to exploitation by another or inability to handle finances.
- > Deprived of adequate food or clothing.
- > Unable to obtain or utilize needed medical or psychiatric care.
- > Living in conditions, which present a serious chronic or health or safety hazard.
- > Subjected to threats, harassment, or other forms of psychological abuse.
- > Neglect by others or neglecting self.

HANDLING ELDER ABUSE HOTLINE CALLS/MONDAY – FRIDAY 8A.M. TO 5P.M. Once you have made an assessment and have determined that the call is an appropriate APS call and either emergent or non-emergent you will need to determine how to handle the call.

EMERGENT calls should be handled by the following process:

- 1. ALL EMERGENT calls must be called into APS-CIU supervisor or back-up.
- 2. If you do not reach anyone at APS Centralized Intake note that on the transaction and fax (APS fax number is programmed on the FAX machine) the report immediately.
- 3. If you are unable to determine if the call is emergent, please consult with a supervisor

NON-EMERGENT calls should be handled by the following process:

All non-emergent calls should be faxed immediately before answering another call.

Mandated reporters calling Monday - Friday 8:00am to 5:00pm may fax all reports to APS Centralized Intake at (213) 738-6485. However, if a mandated reporter insists on making a verbal report, advisors must accept the report and process accordingly. Mandated reporters are then instructed to mail the original report to:

APS Centralized Intake 3333 Wilshire Blvd., 4th Floor Los Angeles, CA 90010

HANDLING ELDER ABUSE HOTLINE CALLS AFTER HOURS, WEEKENDS AND HOLIDAYS

Calls received Monday through Friday, 5:00 p.m. to 8:00a.m., weekends and holidays are handled differently. All reportable calls of abuse regardless of the type of abuse must be verbally reported to an APS after hour duty worker. The schedule of APS after-hour duty workers can be found in the APS handbook. Mandated reporters calling after-hours do not fax their reports to APS-CIU. We are required to accept their reports verbally. After verbally reporting, mandated reporters are instructed to mail their written report to APS-CIU.

Once you have determined the call is reportable and have completed the report you need to do the following:

- A. Refer to the APS after hour duty worker schedule. The schedule will determine whom to contact for your report.
- B. When reporting, give worker the pertinent information and your transaction number. The worker will contact the caller if necessary.
- C. In call notes document the worker's name and time contact was made.

CONSULTATION WITH APS IN NON-LIFE THREATENING/NON-EMERGENT SITUATION - NIGHTS, WEEKENDS AND HOLIDAYS

APS has After Hour duty workers available weekdays from 5:00 p.m. to 8:00 a.m.; and on weekends, and holidays. They provide telephone intervention to the extent they can in the following situations:

- 1. When advocacy is required. If an INFO LINE advisor feels strongly that emergency services such as police, paramedics, etc. are required, but the appropriate authorities have not responded, the advisor may request the APS duty worker to intervene. The APS duty worker will determine if emergency service intervention is necessary and assist with advocacy.
- 2. When consultation is needed. An advisor may feel there's nothing further to be done for a caller, but may want to validate his/her perceptions by discussing the situation with the APS duty worker. Or, the advisor may be having a very difficult time communicating with a caller who is confused or otherwise incoherent, and, feeling that a second opinion regarding what is happening would be helpful.
- 3. When an inquirer needs immediate help mobilizing his/her own resources. For example, an inquirer may have relatives or friends who need to be contacted on his/her behalf. The APS duty worker will make these calls.
- 4. To assist potential perpetrators: When a potential perpetrator who has abused or is feeling s/he is about to abuse an elderly or dependent adult and needs to diffuse their feelings but is not

ready to make a report. The APS duty worker is available to talk to the caller. It is appropriate to discuss the situation with the APS duty worker and with their permission transfer the call.

- 5. When a mandated reporter wishes to consult with APS.
- 6. With an insistent caller: When a caller insists that we accept a report that does not meet the elder abuse hotline protocol you should always link the caller with the APS duty worker. It is not necessary to challenge a caller who does not understand why the report is inappropriate. The APS duty worker will determine the outcome of the call.

The APS duty workers need to be contacted based on the after-hours schedule. If there is no answer, call the pager number. If there is no response within fifteen minutes document lack of response on report and call the back-up duty worker. There may be occasional calls when it is not safe or feasible for the inquirer to wait for a call back. In these situations, the advisor should keep the caller on the line, if neither of the duty workers are available again document the lack of response on the report and contact the Supervisor.

If the supervisor is not available, advisors should contact the after hours coordinator, Carlos Perez. It is anticipated that these instances will be extremely rare. The phone numbers listed for the duty workers, supervisors, and administrative staff, are home telephone numbers and are confidential for INFO LINE advisors use only. If an APS duty worker requests the phone number for any other APS staff, the advisor must get permission from the APS staff person before releasing the phone number. (NEVER GIVE INQUIRERS THE NUMBERS LISTED ON THE AFTER-HOURS SCHEDULE)

LINKAGES TO OMBUDSMAN PROGRAMS

Callers who want to report abuse of a dependent or elderly person who resides in a licensed long-term care facility should be referred to the <u>LONG TERM OMBUDSMAN PROGRAM</u>. This is the agency that is mandated by the state to respond to complaints of suspected abuse that occur in any type of licensed long-term care facility.

Whenever possible, it is best to link the caller directly with the Long-Term Care Ombudsman agency. If this is not possible, advisors must do a thorough assessment so that they will be able to describe the situation to Ombudsman. Be sure to get the name, address, city, and the phone number of the facility being reported. Information of the person who is allegedly being abused, and the name of the perpetrator must be documented in the APS call; notes.

Ombudsman agencies are listed in PRISM under Long Term Care Ombudsman. While there are a number of local offices that provide various services, <u>all calls should be referred only to (800) 334-9473</u>.

The administration office takes the report and ensures that action is initiated. Only calls that relate to situations outside Los Angeles County should be made to the Crisis Line which is located in Sacramento.

Los Angeles County Ombudsman 1-800-334-9473 (all areas)

Crisis Line

(800) 231-4024 (areas outside of LACO)

(Pro service takes after hour calls; staff are on call to respond)

SPANISH/OTHER LANGUAGES CALLS

Advisors who receive a call in a language in which s/he is not proficient, need to ask a co-worker to handle the call. If no one is present with that language capability, consult with a supervisor. As a last resort use the Language Line. Calls should NEVER be transferred to the Spanish split.

HANDLING FOLLOW-UP CALLS ON PREVIOUS APS REPORTS

For follow-up information on previous reports callers may contact APS-CIU Supervisor or back-up. In cases where the inquirer's situation has changed or there is a new reporting party, a new report must be generated and processed as a completely new report. If available, please indicate on the new report the date of the original report and transaction number for reference.

REQUEST FOR SPEAKERS OR LITERATURE

Callers requesting Elder Abuse literature or APS a packet of reporting forms should be referred to The State of California Department of Justice at (916) 371-1974. For single forms mailed or faxed they can contact L. A. County Area Agency on Aging at (213) 738-4004 or (800) 510-2020.

REQUEST FOR I & R

It is our intent that the Elder Abuse Hotline not be connected publicly with INFO LINE, as we do not want callers to perceive the Hotline as a quick way to get through. If a call is received on the Elder Abuse Hotline which is inappropriate, the caller should be given the INFO LINE number.

It is anticipated that some calls which come in on the Elder Abuse Hotline will concern elders or dependent adults, but will not actually involve abuse or neglect. Such calls would not be referred to APS; however, the advisor may perceive the need for referrals to various resources in the community. If the advisor recognizes early in the call that the need is for I & R s/he may simply give the appropriate INFO LINE number. However, if the advisor is well into the call and has made an assessment, s/he should provide the necessary referrals, even though they are not APS related.

EXHIBIT B PRICING SCHEDULE

Information and Referral Fede Monthly Costs (July 1, 2005 -	June 30, 20	006)	Τ						+	 	
Los Angeles County 211 Con	tract		ļ							 	
	FTE	Hourly	LACO 211					+		<u> </u>	
	Category	RATE	Monthly	1&R	%	CRIB	1 %	ELDER	%	Unincorporated	
					- 	1	 ~ -	LLULI		Area	
Payroll			1	1	1		 -	+		 	
Community Resource Advisor	14.00	17.68	42,903	37,540	87%	-	0%	3,065	7.1%		
Bilingual CRA	28.00	18.25	88,573		i		0%	9,489	+	2,298	-i -
Resource Writers	8.00	19.85	27,525		0%	27,525		9,489	10.7%	4,745	5.
Administrative Assistants	2.00	16.44	5,699		_ 	2,850	100%	ļ	0.0%		0.0
Resource Supervisor	1.00		4,801		0%		50%		0.0%		0.
I & R Supervisor	1.00		4,680			4,801	100%		0.0%		0.0
1 & R Supervisor	1.00				-4	- 	0%	-	0.0%	-	0.0
I & R Supervisor	1.00		4,087	3,218		-	0%	-	0.0%	869	21.
1 & R Supervisor	1.00		2,044	817	40%	-	0%	1,226	60.0%		0.0
Outreach Manager			4,262	4,262	100%		0%		0.0%		0.0
Director of Operations	1.00		5,058	5,058	100%	-	0%	T -	0.0%		0.0
	0.78		4,387	4,146	95%	241	6%	-	0.0%		0.0
Computer Tech Manager	0.78		4,510	4,262	95%	248	6%	-	0.0%		+
Resource Systems Developer	0.50		2,857	571	20%	2,286	80%	t	0.0%		0.0
Computer Tech Support	0.78		2,632	2,488	95%	145	6%	 	 		0.0
Chief Operating Officer	0.78		3,901	3,901	100%	 	0%	 	0.0%		0.0
Data reporter	0.78		2,924	2,924	100%	 			0.0%		0.0
Network Administrator	0.78		3,913	3,697	95%	1 345	0%		0.0%		0.0
Programmer	0.78		2,600	2,600		215	6%		0.0%		0.0
Executive Director	0.78		8,376		100%	 	<u> </u>	<u>-</u>	1		0.0
Associate Dir/CFO	0.78			7,915	95%	461	6%	-	0.0%		0.0
Human Resource Director	0.78		6,886	6,507	95%	379	6%	-	0.0%	-	0.0
Human Resource Manager			4,225	3,993	95%	232	6%	-	0.0%		0.0
Senior Accountant	0.78		3,905	3,690	95%	215	6%	-	0.0%		0.0
Accountant	0.78		3,772	3,565	95%	207	6%	-	0.0%		0.0
	0.78		3,041	2,873	95%	167	6%	-	0.0%		
executive Assistant	1.40		4,553	4,303	95%	250	6%		0.0%		0.0
Emergency Services	0.50		2,012	1,901	95%	111	6%		0.0%		0.0
Admin Support Supervisor	0.78		3,586	3,388	95%	197	6%			<u> </u>	0.09
Administrative Services	3.20		8,242	7,789	95%	453	6%		0.0%		0.09
Subtotal	74.52		265,955	203,277	3370		0%	-	0.0%	-	0.09
			200,333	203,277		40,984		13,780		7,912	
mployee Benefits	 										
/ledical	74.52		04.070					1			
Pental	74.52		21,276	16,262	76%	3,279	15%	1,102	5.2%	633	3.0%
ision	·		5,319	4,066	76%	820	15%	276	5.2%	158	3.0%
ife/Disability	74.52		2,660	2,033	76%	410	15%	138	5.2%	79	3.0%
Retirement	74.52		5,319	4,066	76%	820	15%	276	5.2%	158	3.0%
	74.52		10,638	8,131	76%	1,639	15%	551	5.2%	316	3.0 %
Subtotal			45,212	34,557	 -	6,967			J.2.70		
			-			0,307		2,343		1,345	
ica	74.52		20,346	15,551	76%	3,135					
Vorkers' Compensation	74.52		9,308	7,115	76%		15%	1,054	5.2%	605	3.0%
nemployment	74.52		6,117	4,675		1,434	15%	482	5.2%	277	3.0%
ubtotal			-30		76%	943	15%	317	5.2%	182	
			35,771	27,341		5,512		1,853		1,064	
IRECTOR'S & OFFICERS											
ENERAL			875	669	76%	135	15%	45	5.1%	26	3.0%
ARTHQUAKE			3,042	2,325	76%	469	15%	158	5.2%	90	3.0%
			1,083	828	76%	167	15%	56	5.2%	32	3.0%
ubtotal			5,000	3,822		771	 +	259			3.0 /
								209		148	
OMPUTER HARDWARE			3,208	2,452	76%	494	150/				
OMPUTER SOFTWARE			3,208	2,452	76%		15%	166	5.2%	95	3.0%
LEPHONE SYSTEM			16,200			494	15%	166	5.2%	95	3.0%
QUIPMENT MAINTENANCE				12,382	76%	2,496	15%	839	5.2%	482	3.0%
PACE/FACILITY			5,000	3,822	76%	771	15%	259	5.2%	149	3.0%
FICE EQUIPMENT			18,667	14,267	76%	2,877	15%	967	5.2%	555	3.0%
JPPLIES			2,500	1,911	76%	385	15%	130	5.2%	74	3.0%
LEPHONE			4,583	3,503	76%	706	15%	237	5.2%	136	3.0%
			20,333	15,541	76%	3,133	15%	1,054	5.2%	605	3.0%
TLITIES			7,292	5,573	76%	1,124	15%	378	5.2%	217	3.0%
OVERTISING			6,500	5,533	85%	1,002	15%		0.0%		
JILDING MAINTENANCE			5,333	4,076	76%			070		- 450	0.0%
JSTODIAL			1,792			822	15%	276	5.2%	159	3.0%
INTING/PHOTOCOPYING				1,369	76%	276	15%	93	5.2%	53	3.0%
STAGE			2,200	1,682	76%	339	15%	114	5.2%	65	3.0%
OFESSIONAL SERVICES			1,533	601	39%	834	56%	48	3.1%	21	1.4%
AFF DEVELOPMENT/TRAINING			7,600	5,809	76%	1,171	15%	394	5.2%	226	3.0%
AVEL/MEETING ATTENDANCE	<u>'</u>		2,500	1,911	76%	385	15%	130	5.2%	74	3.0%
			1,667	1,274	76%	257	15%	86	5.2%	50	3.0%
btotal			110,117	84,158	$\neg +$	17,567			J.C /0		J.U%
				54,100		11,30/		5,337		3,058	
			400.000						1		
nthly Grand Total	ì	4	402 055	353 155 1	i	71 00*	1	00			
ntnly Grand Total		-	462,055	353,155		71,801		23,572		13,527	

EXHIBIT C CONTRACTOR'S PROPOSED SCHEDULE

Full-Time Equivalency (FTE) Telephone Coverage

211 Information and Referral Line

		ngual CRA			CRA		
M-F	Graveyard	Daytime	Swing	Graveyard	Daytime	Swing	TOTAL
w-r Saturday	2.00	16.50	3.00	1.00	10.75	1.00	34.25
Sunday	1.75	5.50	2.50	0.00	0.00	0.00	9.75
Holiday	1.00	3.50	1.50	0.00	0.00	0.00	6.75
,	1 1.00	5.00	1.00	0.00	2.00	1.00	10.00

Elder Abuse Hotline

AL
1.50
1.25
1.25
3.00

Unincorporated Area Helpline

	Bilir	ngual CRA			CRA		
	Graveyard	Daytime	Swing	Graveyard	Daytime	Swina	TOTAL
M-F	0.25	0.75	0.50	0.00	0.75	0.00	2.25
Saturday	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sunday Holiday	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Honuay	0.00	0.00	0.00	0.00	0.00	0.00	0.00

All Community Resources Advisors (CRAs) are cross-trained and have the skills and ability to answer calls that come in on any of the service lines. Cross training provides supervisors with the flexibility of switching CRAs from one line to another depending on call volume. Call volume on all service lines will be closely monitored and staff levels will be adjusted accordingly.

To ensure quality assurance, all Community Resource Advisors are monitored and provided with feedback by their supervisor on an ongoing basis.

Community Resource Advisors receive direct supervision from four (4) highly-trained and experienced I&R supervisors. One I&R supervisor is specifically assigned to oversee the after-hours (evenings and weekends) operations. Additionally, Community Resource Advisors have access to a supervisor and other management staff on-call 24 hours a day, 7 days a week.

EXHIBIT D

CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

Co	ontractor Name		
Āc	ddress		
Int	ternal Revenue Service Employer Identification Number		
	GENERAL CERTIFICATION		
sul	accordance with Section 4.32.010 of the Code of the County of pplier, or vendor certifies and agrees that all persons employ besidiaries, or holding companies are and will be treated equall because of race, religion, ancestry, national origin, or sex are crimination laws of the United States of America and the State	yed by such firm ly by the firm with	, its affiliates
	CONTRACTOR'S SPECIFIC CERTIFICATION	TIONS	
1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes □	No 🗆
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes□	No □
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes □	No □
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes □	No □
Auth	norized Official's Printed Name and Title		
Auth	norized Official's Signature	Date	

EXHIBIT E COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

County Project Director: Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.

David E. Janssen Chief Administrative Officer 500 West Temple Street, Room 713 Los Angeles, CA 90012

County Project Manager: Person designated by County's Project Director to manage the operations under this Contract.

Martin K. Zimmerman, Acting Branch Manager Chief Administrative Office Office of Unincorporated Area Services and Special Projects 500 West Temple Street, Room 723 Los Angeles, CA 90012 (213) 974-1326

County Contract Administrator (CCA): Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.

David Dijkstra, Assistant Division Chief Chief Administrative Office Office of Unincorporated Area Services and Special Projects 500 West Temple Street, Room 723 Los Angeles, CA 90012 (213) 974-4283

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

Contractor Project Manager: The individual designated by the Contractor to administer the contract operations after the contract award.

Maribel Marin, Executive Director INFO LINE 526 West Las Tunas Drive San Gabriel, CA 91776

(626) 350-1841 X2100

EXHIBIT G

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- G1 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT
- G2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

CONTRACT FOR

2-1-1 AND SPECIALIZED INFORMATION AND REFERRAL SERVICES

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

(any reference to Copyright Assignment would apply to Information Technology Contracts only)

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

	CONTRAC	TOR NAME	
Contract No.	 		
Employee Name			
OEMED 44 44-0-			

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

		Signer

Contractor Name	Contract No								
Employee Name									
I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.									
I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.									
I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.									
COPYRIGHT ASSIGNMENT AGREEMENT									
I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.									
The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.									
I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.									
SIGNATURE:	DATE:/								
PRINTED NAME:									
POSITION:									

CONTRACT FOR

2-1-1 AND SPECIALIZED INFORMATION AND REFERRAL SERVICES

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

(any reference to Copyright Assignment would apply to Information Technology Contracts only)

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

	CONTRACTOR NAME	
Contract No.		
Non-Employee Name		
CENEDAL INCORNAL		

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials	of	Signer	
----------	----	--------	--

Contractor Name			Contract No	
Non-Employee Na	ame			-
work pursuant to t	I will not divulge to any unauthorishe above-referenced contract bese to forward all requests for the reor.	tween the above-refer	renced Contractor and the	County of
documentation, Cont by me under the above-refer	idential all health, criminal, and wel tities receiving services from the tractor proprietary information, and ove-referenced contract. I agree to renced Contractor or County emplo on supplied by other County vendors	 County, design con all other original materi protect these confiden yees who have a need 	cepts, algorithms, programs als produced, created, or pro tial materials against disclosu to know the information. La	s, formats, vided to or the to other dree that if
other person of who	the above-referenced Contractor arm I become aware. I agree to retuins contract or termination of my ser	rn all confidential mater	rials to the above-referenced	l/or by any Contractor
COPYRIGHT ASS	IGNMENT AGREEMENT			
conversion aids, train me in whole or in pa derived therefrom sha perpetuity for all purpe and exclusive copyrig by the County, I agre by the County and to including, but not limit	rials, documents, software programs not tools and aids, diagnostic aids ing documentation and aids, and other pursuant to the above referenced all be the sole property of the County oses all my right, title, and interest in this, patent rights, trade secret rights to promptly execute and deliver to promptly perform all other acts received to, executing an assignment and incorporated herein by reference.	, computer processable information and/or too contract, and all works. In this connection, I he and to all such items, in , and all renewals and e County all papers, instruested by the County to	e media, source codes, objools of all types, developed or as based thereon, incorporated ereby assign and transfer to the actuding, but not limited to, all uextensions thereof. Whenever uments, and other documents of carry out the terms of this a	ect codes, acquired by therein, or a County in inrestricted requested requested
nght to assign, licens	ve the right to register all copyrights e, or otherwise transfer any and all to the items described above.	in the name of the Co of the County's right, titl	ounty of Los Angeles and sha le, and interest, including, but	Il have the not limited
I acknowledge that v Los Angeles may see	violation of this agreement may sul ek all possible legal redress.	oject me to civil and/or	criminal action and that the	County of
SIGNATURE:		D	ATE:/	-
PRINTED NAME:				
POSITION:				

EXHIBIT H

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
- 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
- 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
- 3. A purchase made through a state or federal contract; or
- 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
- 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

- 6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
- 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
- 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28,2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
- 1. Has ten or fewer employees during the contract period; and,
- 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
- 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

EXHIBIT I

SAFELY SURRENDERED BABY LAW

Mo shame. No blame. No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.



In Los Angeles County: 1-877-BABY SAFE -1-877-222-9723 www.babysafela.org



State of California
Coast Paris Rowering
Realth and Human Services Agency
Grailland John on Secretary
Departments of Social Services
State Secretary



Los Angeles County Board of Supervisors

P. Glona Molina Supervisors has District #3

You're Highlivan's Burke Supervisor Second District

Levelores larger Supervisors Third District

Don Marbe Supervisor Fourth District

Michael D. Antonovich Supervisors Fifth District

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby? No. Aparent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will aak the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a towing family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.



En el Condado de Los Angeles: 1-877-BABY SAFE 1-877-222-9723-1 www.babysafela.org



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Estado de California cray Estado de Pemaria sugues Mendade Saluda, Servicio y Humanos (Juendismo Rommi Santa Agent) Suguidado do Divisio Secretario

Departamento de Servicios Sociales Ses (Componenta Social Servicio) Alta Saerio Giredina Conseio de Supervisores del Contlado de Los Andeles Clora Mollira Supervisora, Primer pistora de Vorne Berbisraite Borke Supervisora, segmenadanto

vette Britis alte Buske, Supergiscos, segundo Distrito ces Carellas (v. Supergiscos, perceptiscio) de Dort Krabe Supergisco Distrito se Michael D. Antonovich expensario ambilitismo

Esta inicialivatambien esta Spollada por First 5 LA y INEO LINE de Los Angeles

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin ternor a ser arrestados o procesados.

¿Como funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sóto los padres podrán llevar al recién nacido? En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé? No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, loa 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidades que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerto.

¿Quá ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre? Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finaldad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sua recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Babés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las diaposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo estableca la ley, la madre del babé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, informele que otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT J SAMPLE INVOICE FORMAT

County of Los Angeles 2-1-1 and Specialized Services Sample Invoice

INFO LINE Contract Information:

To:

Chief Administrative Office

500 We	st Temple Street	, Room 7	'23 (Contract Nu	mber	act Information:		
Los Angeles, CA 90012			723 Contract Number: Vendor Tax ID:					
Д	Attention: UAS&S	Р	1	√endor Nun	nber:			
Date:			1	nvoice Mon	th:			
2-1-1 and Spe	cialized I&R Sur	nmarv						
Program			Month	ly Calls	Mo	nthly Amount		
2-1-1 General I	nformation and F	Referral		iy ouns	\$	Monthly Amount		
Elder Abuse Ho	otline		 		+			
Unincorporated	Community Help	Line			 			
Invoice Total					\$			
			I		<u> </u>			
2-1-1 I&R Deta	il Summary – Re	eferrals	to and f	rom Count	v Der	nartmente		
Department	Referrals	Referra	ls to	Referrals	to			
	received from	Departr	nent	Departme		Referrals		
	Department	Facilitie				Year-to-Date		
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DMH								
DCFS								
DCSS						!		
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Other County		· ·						
Total								
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Item	site Summary		Current	Month	T-4			
Website Visits (เ	unique visits)		Current	i wonth	101	al year-to-Date		
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CRIB Total Reso	ource Entries (+/-	1						
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CRIB Resource								
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Contractor's Sig	gnature Date							



County of Los Angeles 2-1-1

Business Plan

July 2005 – June 2007

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BACKGROUND

INTRODUCTION

In July 2000, the Federal Communications Commission (FCC) designated the 2-1-1 three-digit dialing code as a means for communities across the United States to provide public access to Information and Referral (I&R) for health and human services. INFO LINE was authorized to be the 2-1-1 provider for the County of Los Angeles in October 2003. A brief history of these actions is included in Appendix 1.

The Chief Administrative Office (CAO) formed the 2-1-1 Work Group, comprised of County health and human service, technology, and emergency response departments, with the charge of reviewing the planning and development of the County's 2-1-1 system. In April 2004, INFO LINE and County staff toured three major 2-1-1 call centers in the United States: Atlanta (13-county regional provider) and the states of Connecticut and Texas (statewide service). In addition, during the preparation of this Business Plan, reviews were made of the planning efforts currently underway in Oregon, Virginia, Pennsylvania, Maine, Massachusetts, and New York State for 2-1-1 service. Within California, the progress of 2-1-1 implementation in Ventura, Orange, Contra Costa, Alameda, and San Francisco Counties has been reviewed. Ventura County implemented 2-1-1 service effective February 11, 2005. Lessons learned from each of the implementation efforts reviewed have been incorporated into the plan to provide 2-1-1 services to the County of Los Angeles.

This Business Plan provides an analysis of updated financial information and outlines a staged implementation approach to 2-1-1 service in the County of Los Angeles.

INFO LINE

On October 16, 2003, the California Public Utilities Commission (CPUC) granted the authority to INFO LINE to be the 2-1-1 provider for the County of Los Angeles. INFO LINE has been the designated comprehensive I&R provider for all of the County of Los Angeles since 1981. INFO LINE was founded as the principal outcome of a study jointly sponsored by the Los Angeles County Department of Public Social Services (DPSS) and the United Way of Greater Los Angeles (United Way). INFO LINE currently provides I&R services on a Countywide basis on a 24/7 basis for non-emergency crisis calls and other health and human services needs. INFO LINE estimates that during the past 24 years, I&R specialists have handled more than five million requests for assistance.

LOS ANGELES COUNTY 2-1-1

benefit	tioning to 2-1-1 from existing toll-free telephone numbers will provide significant ts to County residents, especially those in need of health and human services. If the benefits cited by agencies with 2-1-1 experience are:
0	2-1-1 makes it possible for people in need to more easily navigate the maze of human services' agencies and programs.
	2-1-1 simplifies access by eliminating the need for individuals to keep track of multiple government and nonprofit agency telephone numbers.
a	2-1-1 may reduce certain calls currently routed to 9-1-1.
a :	2-1-1 can play a major role in disaster recovery.
	2-1-1 calls can provide substantial data for use by community policy makers and planners.
	2-1-1 will assist local government in disseminating information on critical programs.

IMPLEMENTATION

OPERATIONAL AND MARKETING PLANS

CONTEXTUAL ISSUE

All customer- or client- support telephone banks must cope with the need to remain cost-effective while providing effective services to callers. 2-1-1 service is no exception. As for most hotlines, there are three key interrelated variables for INFO LINE and the County to address as it launches 2-1-1 service:

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Resources available to make referrals

☐ Service level

The current contract between the County and INFO LINE establishes minimum call volumes that must be attained, and spells out contractual reimbursement terms. The current call volume handled by INFO LINE far exceeds the minimum level called for in the contract – testimony to the attractiveness of the service provided to callers.

The County and INFO LINE have the responsibility to ensure sufficient call capacity is available to handle the volume of calls within prescribed performance measures. Figures 1, 2, and 3 visually depict the relationship between these variables. In Figure 1, call volume managed to agreed-upon standards are balanced by resources — financial, human, and technical. Figure 2 depicts the imbalance when volume increase without changing either the resources devoted to the effort, or the standards against which performance is measured. Figure 3 shows the options available to the County and INFO LINE to address the imbalance.

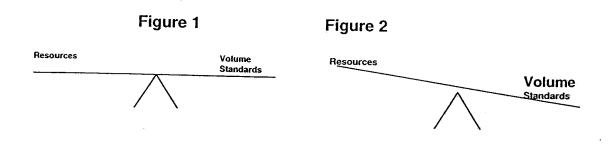
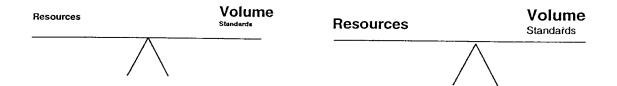


Figure 3



INFO LINE and the County must focus on either managing call volume as to not exceed a workable number, or allowing performance standards to decline when volume begins to exceed those thresholds. Neither of those options is attractive. It is in the County's interest to assure that callers are not unduly inconvenienced by a health and human services hotline that cannot meet acceptable standards. Similarly, it is in the County's interest that residents in need of services have access to hotline support.

This contextual issue pervades this Business Plan. The Plan uses financial, contractual, administrative, and marketing tools to address this issue.

IMPLEMENTATION PHASES

The 2-1-1 Work Group suggests a phased implementation, with each succeeding phase or scenario being contingent on the successful completion of the previous phase. Certain hotlines may need to continue to offer a unique telephone number staffed by trained County staff due to State or Federal mandates, funding, or contractual obligations. INFO LINE and the County will develop protocols to refer calls that require the attention of the other provider to allow for seamless transfers to take place between 2-1-1 and the County department providing the dedicated hotline.

The County provides services to nearly 10 million residents who speak more than 100 languages in an area which covers 4,083 square miles. Other jurisdictions studied encountered a 30 to 40 percent increase in call volume during the first year of the switchover from the existing telephone number(s) to 2-1-1. While it is not clear that volume increases in this unique setting will follow the predictable patterns identified in the jurisdictions visited or reviewed during the research phase of this project, the 2-1-1 Work Group anticipates at least a 30 percent increase in call volume with a controlled, incremental marketing approach.

TESTING PHASE

Description and Issues:	On	January 18,	2005,	the	Board	of S	upervi	sors
approved an amendment to	the	existing DPS	SS conf	tract	with IN	IFO LI	NE in	the
amount of \$888,975 to provi	de fo	or the testing	phase	for th	ne 2-1-1	Cour	nty's 2	-1-1

system. The amendment allows INFO LINE to hire and train additional staff, add workstations to provide for increased call-handling capacity, work with telephone service providers to program phone switches, acquire technology upgrades to improve call handling, quality control, and reporting capabilities, and test the 2-1-1 dialing code prior to implementation on July 1, 2005. Funding for the amendment was available from an allocation of \$2 million previously approved by the Board of Supervisors for the purpose of implementing the County's 2-1-1 I&R system.

Marketing	Required:	None.

- ☐ Anticipated Timing: February 2005 through June 2005. Most equipment has been installed and testing is underway. New I&R staff have been recruited by INFO LINE and are currently being trained.
- ☐ Financial Impact: Table 1 includes the costs of several of the key information technology components in the testing phase.

TABLE 1: IMPLEMENTATION/TESTING PHASE - INFORMATION TECHNOLOGY COSTS

ITEM	AMOUNT
CALL RECORDING EQUIPMENT	\$216,500
IVR MENU SYSTEM	123,250
COMPUTER REPLACEMENTS AND UPGRADES	73,769
TELECOMMUNICATION ACQUISITIONS AND UPGRADES	112,306
CALL CENTER SOFTWARE AND EQUIPMENT	
TOTAL	14,264
	\$540,089

PHASE I

- Description and Issues: The current DPSS contract with INFO LINE provides the County with a call capacity of approximately 210,000 calls per year. The projected general I&R call volume for 2004-05 is estimated at 280,000 to 300,000 I&R calls. INFO LINE has exceeded the existing contract call handling requirements for the past three years. In addition, INFO LINE provides specialized I&R services that account for an additional 100,000 calls through various telephone numbers associated with specific programs.
- Based on trends in other jurisdictions that have implemented 2-1-1 systems, the plan is to provide for an additional call capacity of 75,000 calls per year. In addition, First 5 LA has agreed to purchase a call capacity of 75,000 calls for use with the LA Connect service. Thus, the aggregate I&R call capacity for 2005-06 would provide INFO LINE the ability to handle 450,000 calls. In addition to the

core I&R service provided through DPSS, three additional County departments will provide funding during the first year of implementation to offset a significant portion of the costs associated with the additional call capacity.

- o Department of Children and Family Services On January 6, 2004, the Board of Supervisors directed the Department of Children and Family Services (DCFS), along with the CAO, to report back within 30 days on the feasibility of utilizing an I&R service to provide telephone lines for callers requiring general I&R services, without compromising child safety, and also to explore the possibility of incorporating this service into the County's plan for a 2-1-1 system. An implementation plan is being proposed as part of the Statement of Work that provides for DCFS to automatically transfer to 2-1-1 calls received by the DCFS Child Abuse Hotline that do not require handling by DCFS staff. DCFS currently utilizes a menu feature for callers interested in receiving general I&R services (non-Child Abuse Hotline calls). planned implementation would provide for seamless transfer of these calls directly to INFO LINE (2-1-1) for general I&R services. The DCFS Hotline currently receives between 15,000 and 18,000 calls per month. The transfer of a portion of this call volume (estimated at between 500 to 750 calls per month) will allow DCFS staff to focus resources on calls associated with the main mission of the Hotline. INFO LINE is also currently in the process of reviewing protocols for referring calls to DCFS facilities and programs in an effort to further streamline the routing of calls between INFO LINE and DCFS.
- Department of Health Services The Department of Health Services (DHS) operates a call center that provides residents with I&R services related to DHS programs and facilities. Seasonal call volume spikes are common subsequent to public announcements by the Director of Public Health. DHS plans to utilize 2-1-1 as part of a planned public outreach to provide I&R for a particular public health issue. The effectiveness of this program will be evaluated and plans for future use of 2-1-1 for this purpose will be made accordingly. In addition, DHS will determine the feasibility of transferring additional calls for general health and human service I&R as part of a planned 2-1-1 call capacity study for 2006-07.
- Department of Mental Health The Access Telecommunications Center, operated by the Department of Mental Health (DMH), receives approximately 25,000 calls per month. Similar to the call center operated by DCFS, DMH receives calls for general I&R that are beyond the main mission of the DMH program. DMH, like DCFS, will transfer calls to the 2-1-1 Call Center after receiving the appropriate I&R from DMH or after an assessment of the call determines that no DMH services are required. DMH will work with INFO LINE to streamline protocols for referral of calls from 2-1-1 to DMH.

☐ The planned July 1, 2005 2-1-1 kickoff coincides with the 2-1-1 kickoff in several neighboring counties. The 2-1-1 Work Group anticipates an increase in call volume due to individuals curious about the new service in addition to an increase in call volume from the existing client population as individuals recognize the simplicity in dialing the new number. Following the launch, the original phone numbers will continue to be directed to INFO LINE until such time as an analysis of the utilization of the existing telephone numbers indicates the opportunity to begin to phase out these numbers. ☐ The Statement of Work for the Agreement for 2-1-1 and Specialized Information and Referral Services will also include the County's Elder Abuse Hotline (Department of Community and Senior Services) and Unincorporated Community Help Line and Code Enforcement Toll-Free Hotline (CAO). Due to the emergent nature of elder abuse calls, the dedicated toll-free number will continue to be used through the first year of the 2-1-1 Agreement. Elder Abuse calls are answered in a priority manner by INFO LINE. This arrangement will continue to ensure the priority status of incoming calls. The Unincorporated Community Help Line and Code Enforcement Toll-Free Hotline will initially maintain existing toll-free numbers and be answered by INFO LINE staff that specializes in I&R for code enforcement and municipal services. ☐ First 5 LA approved a plan to partner with the County's 2-1-1 system for I&R services for children ages 0-5. The \$1.6 million annual INFO LINE contract for 2005-06 with INFO LINE includes three components: (1) approximately \$1.01 million for I&R services, (2) \$0.48 million for health care enrollment, and (3) \$0.16 million for specified professional services. ☐ Marketing Required: The 2-1-1 Work Group recommends the July 1, 2005 kickoff be promoted through a press conference, press releases issued by each Board office, and other initiatives designed to publicize the availability of the service through local media and community partners such as United Way. Initially, marketing materials produced for the core DPSS clients will be modified substituting 2-1-1 for the toll-free number currently in use. The marketing budget for the kickoff phase will be limited. The envisioned kickoff plan will allow INFO LINE staff to adjust to the initial spike in call volume generated by news stories and announcements through the local media. The County and INFO LINE will evaluate performance subsequent to the initial kickoff campaign, make any necessary changes to call handling protocols, and proceed with additional marketing as call handling capacity is available. ☐ Anticipated Timing: July 2005.

☐ Financial Impact: Table 2 includes projected operations costs to implement the first year of the County's 2-1-1 service (excludes funding for specialized I&R services such as the Elder Abuse Hotline and Unincorporated Community Help Line).

TABLE 2: 2005-06 Operations Budget (2-1-1 I&R Calls)

ITEM	AMOUNT
SALARIES (67 FTE)	\$ 2,958,951
EMPLOYEE BENEFITS	901,001
OTHER DIRECT COSTS	1,239,500
TOTAL	\$5,099,452

PHASE II

- Description and Issues: During the first six to nine months of operation, the focus will be on monitoring the impact of the kickoff on call handling and call capacity. First 5 LA plans to continue to utilize the existing toll-free dedicated telephone number for the LA Connect service and transition to the 2-1-1 dialing code in January 2006. In an effort to ensure the County's 2-1-1 system is marketed, utilized, and monitored in an effective manner, a memorandum of understanding between the County and First 5 LA for the utilization of 2-1-1 I&R services will be executed by both parties.
 The CAO will facilitate a 2-1-1 Oversight Group, comprised of involved County departments and other 2-1-1 partners, to monitor, evaluate, and make recommendations related to the operation of 2-1-1.
 DHS will market 2-1-1 through public service announcements for a specific program or event. The planned announcement will likely occur after 90 days of the official kickoff. The County and INFO LINE will determine the impact of public service announcements on call handling and call capacity and implement
- ☐ Within six months of 2-1-1 operation, First 5 LA will potentially market 2-1-1 for its target 0-5 demographic. A joint assessment of the impact of the switchover will be performed by County, First 5 LA, and INFO LINE.

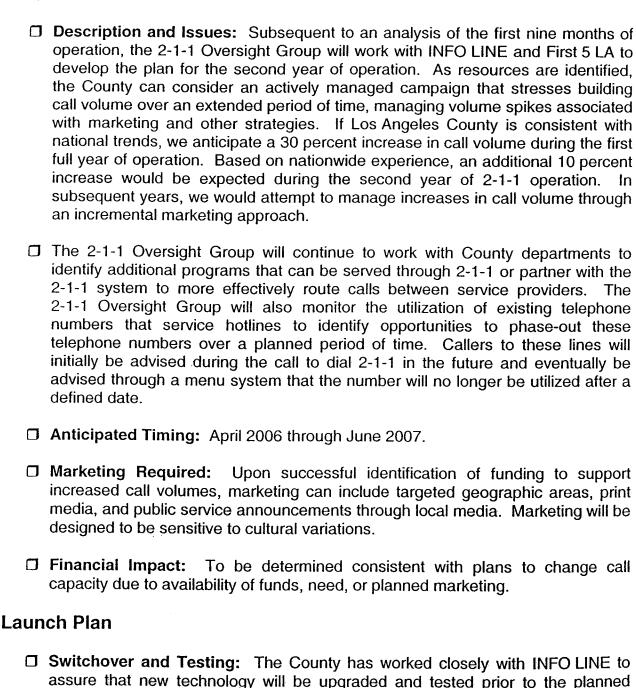
any appropriate process changes to handle large spikes in call volume.

☐ The County will utilize an incremental marketing plan designed to gradually increase awareness and utilization of 2-1-1 during the initial 90-120 days of operation to ensure issues related to call handling, call capacity, and any technical or operational irregularities that arise are resolved in an effective manner.

	Within nine months of 2-1-1 operation, a comprehensive assessment of 2-1-1 operations will be prepared, including recommendations for the Board of Supervisors regarding any additional programs or services that have been identified for inclusion in the 2-1-1 system, expansion of the interactive voice recognition (IVR) Menu System, call capacity requirements for Fiscal Year 2006-07, and other relevant issues as appropriate.
ĺ	The analysis will include such programs as the Unincorporated Community Help Line. Several departments have indicated an interest in potentially utilizing 2-1-1 to provide I&R for certain seasonal programs, or as a replacement of existing specialized services. Ongoing discussions are planned with these departments during the first year of operation of the 2-1-1 system.
	Each analysis of potential additional services will require consideration of the balance between adding menu options to the IVR Menu System or adding protocols requiring internal transfers to specialists with the appropriate skill set versus the more customer-oriented approach of having a call answered as soon as possible without any further transfer. The appropriate balance of a detailed front-end menu or internally transferring calls versus allowing the caller quicker access to I&R specialists will be studied further and ultimately be a policy decision for the Board of Supervisors.
Ģ.	A survey of County departments conducted by the CAO also suggests that certain dedicated telephone services could not be provided through 2-1-1 due to the requisite access to case-specific or confidential data. Such services are generally beyond the scope of traditional 2-1-1. Other services provided through the County would not necessarily benefit from having 2-1-1 at the front end of the call, as the end service provided by the County involves dispatching of resources or other action that would only be delayed though the use of 2-1-1 as the point of first contact.
	Marketing Required: The County will market 2-1-1 through public service announcements by DHS and some direct marketing of clients of the involved social service departments and residents of unincorporated Los Angeles County. First 5 LA will likely aggressively market 2-1-1 during the planned switchover from the existing LA Connect telephone number to 2-1-1 in January 2006.
	Anticipated Timing: August 2005 though March 2006.
	Financial Impact: The County is considering the acquisition of an integrated workforce management system that will allow INFO LINE to further improve call handling efficiency. The estimated cost to acquire and implement this technology

is approximately \$137,813. Other nonrecurring technology upgrades and replacement costs totaling approximately \$85,000 are also being considered. The total nonrecurring technology costs for 2005-06 are estimated at \$223,000.

PHASE III



implementation date of the switchover. Testing includes issues related to

phantom calls, soft spots in the coverage area, embedded numbers, and three-digit call blocking by public and private agencies. Other jurisdictions found that phantom calls were a problem, and initiated a front-end menu to limit this problem, as well as to route calls to staff with appropriate skills and training, and to permit callers to specify preferred language. A similar approach is being utilized in the County's 2-1-1 system.

FINANCIAL SUMMARY

FUNDING REQUIREMENTS AND SOURCES

The County's current I&R service, which will become the core 2-1-1 service in the County, is primarily funded by DPSS. The United Way also contributes a portion of INFO LINE's overall operating budget.

Based on the uncertainty of the various impacts of the first year of implementation, the funding proposal provides for DPSS, DCFS, DHS, and DMH, along with funds previously identified by the Board of Supervisors for 2-1-1 implementation, to equally share the additional cost for the first year of 2-1-1 operation. Specifically, it is proposed that the funding for the operations of 2-1-1 I&R for 2005-06 be allocated as follows:

Agreement Total	\$5,544,658
Unincorporated Community Help Line (CAO)	162,336
Elder Abuse (DCSS)	\$ 282,870
	\$5,099,452
County 2-1-1 Total	
Provisional Financing Uses	199,452
Mental Health	200,000
Health Services	200,000
Children and Family Services	200,000
Public Social Services	\$4,300,000

^{*} Excludes \$1.01 million from First 5 LA (Total general I&R = \$6.1 million).

Federal Legislation is pending which would provide states with a total of \$200 million to assist in the implementation and ongoing expenses of establishing 2-1-1 services. The County legislative agenda should encourage legislators at the State and Federal levels to move this legislation from committees to passage, as the legislation will expire in 2005 if no action is taken.

POTENTIAL TARGETS FOR COST SAVINGS

- ☐ Rental: The County may be able to achieve cost savings by considering fundamental changes in the physical infrastructure of INFO LINE. INFO LINE currently occupies its own two-story, 24,000 square foot building in San Gabriel. While the building appears to be adequate to serve the needs of the 2-1-1 program up to a level of 700,000 calls per year, it would become increasingly crowded and expensive to renovate for staff and equipment much beyond that level. Under the current contract between INFO LINE and DPSS, the County incurs costs of more than \$316,000 per year in building rent, utilities, maintenance, and custodial expenses for the INFO LINE building. The County may want to consider proposing a transition of INFO LINE's operations into an available and convenient County-owned facility, achieving economies and efficiencies of scale. In addition, the County should consider co-locating the INFO LINE 2-1-1 call center with other call centers operated by County health and human service departments. Such co-location would achieve even greater efficiencies through the use of technology such as Voice-over Internet Protocol (VoIP).
- Database Costs: The establishment and ongoing maintenance of the I&R database represent a substantial cost to the County each year. This database is critically important to all health and human services in the County and it deserves a continued high level of attention and oversight. The budget for database maintenance is currently greater than \$700,000 per year. The 2-1-1 Work Group has identified several initiatives that will provide for more effective access to the database by County departments. Such plans include the County maintaining a copy of the database for use by other County departments and providing the necessary infrastructure to ensure business continuity following a local or regional disaster or other significant event. INFO LINE continues to improve the effectiveness of the database maintenance function. Additional efficiencies should be realized subsequent to the implementation of further planned upgrades.

FUTURE AREAS FOR EFFICIENCY GAINS

One area for future exploration is for INFO LINE and the County to support a web presence that would assist in mitigating the number of direct calls that could come to the call center without adversely affecting the availability of information to the public. The experience in Atlanta and Connecticut suggest that agencies actively use the Internet to access the resource database. INFO LINE and the Chief Information Office are working collaboratively to develop a website that may achieve these ends.

CONTRACT AND CONTRACT MANAGEMENT ISSUES

CONTRACT MANAGEMENT

The Chief Administrative Office will manage the 2-1-1 Agreement between INFO LINE and participating County departments. A 2-1-1 Oversight Group will be formed to monitor the contract performance of INFO LINE and serve as a point of contact for all contractual issues.

The 2-1-1 Oversight Group shall include:

Chief Administrative Office (CAO)
Chief Information Office (CIO)
County Counsel
Department of Children and Family Services (DCFS)
Department of Community and Senior Services (DCSS)
Department of Health Services (DHS)
Department of Mental Health (DMH)
Department of Public Social Services (DPSS)
Internal Services Department (ISD)
First 5 LA

The 2-1-1 Oversight Group will assist the contract manager with the following functions:

Manage the INFO LINE contract

Monitor call volumes to assure that planned resources are sufficient, arranging changes as needed

Establish and maintain quality assurance and performance standards

Provide periodic statistical and trend reports to the Board of Supervisors and involved County departments

Implement the Business Plan

Coordinate training of back-up staff to be used in emergencies

Assure advocacy at the County, State, and Federal levels

Develop partnerships through which 2-1-1 can support emergency management and other public services

O	Pursue sources of funding to support development and maintenance of the call center's infrastructure
O	Market the 2-1-1 service
CONTR	RACT DEVELOPMENT
is a m service	rimary metric specified in the current contract between INFO LINE and the County inimum number of calls. While that measure was appropriate at a time when the e was new and the success of the program was not predictable, the 2-1-1 ment will:
	Contain call capacity measures and other performance milestones
<u> </u>	Incorporate responsibility for all existing contracts between INFO LINE and the CAO through a coordinated effort with the 2-1-1 Oversight Group
	Address the foreseeable issues associated with the timing of increased call volume, coupled with performance standards in the context of financial constraints.
STAND	ARDS
perforr	LINE is active in the I&R industry. Establishing measures and standards of mance for I&R providers is a key element of the National Alliance of Information eferral Systems (AIRS) which INFO LINE has been active in developing.
The IN measu	IFO LINE contract will require INFO LINE to report regularly on service delivery res, such as:
ø	Average and peak call wait times
٥	Average and peak call abandonment
	Average length of call
	Operating cost per call
٥	Satisfaction surveys
0	Assessment of the effectiveness of referrals

These proven measures of performance are used in most call centers nationwide. It is recommended that all departmental-managed County I&R lines that meet minimum criteria (e.g., greater than 5,000 calls per month or available to the public 24/7) track these performance guidelines.

INFO LINE also generates reports for advocacy or planning purposes that pinpoint inquirer needs in a general way (by problem) or specifically (by taxonomy term) and provide more information about the nature of service gaps. INFO LINE is upgrading its software to include mapping capabilities that will facilitate reports which can create a visual display of service requests and gap information for specific areas of the County.

DATABASE

INFO LINE maintains a comprehensive database of information about agencies that provide services for community residents. It is indexed using the INFO LINE Taxonomy of Human Services and is made available to the community via print and electronic directories, along with web-based access and customized directories for specialized needs of community service providers. The Taxonomy has been adopted by the AIRS and mandated as the standard for the I&R industry.

The database is owned by the County and maintained by INFO LINE. INFO LINE has been approached by County departments with requests to transmit the database so it can be used by that department for other purposes. INFO LINE has been concerned with complying with these requests, as the database is constantly being updated and refined. Copies of the database quickly become obsolete, making such an endeavor inefficient. The current plan is for the County to maintain an updated copy of the database and acquire an interface to allow County departments to access the database for purposes of creating directories and listings of services for their clients. This approach will limit the need for INFO LINE to expend resources to fulfill a request of a County department.

DISASTER RECOVERY ISSUES

In preparation for a post-disaster phase, INFO LINE's 2-1-1 service will focus on the development of plans and protocols associated with a number of critical activities. Many of these activities have already been documented by INFO LINE, while others are in process. They include:

U	identifying alternate sites along with the associated phone and computer access
	needs in the event that INFO LINE's premises are no longer available

)	Providing workstations	and	equipment	in the	event	of a	a need	to	immediately
	increase the availability	of w	orkstations t	o answ	er call	ers			······································

0	Updating the database, in the case of natural disasters, with temporary information, such as Red Cross shelter facilities
0	Identifying and training temporary, emergency staff
	Providing an orientation and refresher training
σ	Establishing agreements with local exchange carriers which confirm emergency routing procedures.

Every effort will be made to establish and present the 2-1-1 system's readiness for disaster recovery qualifications which, in addition to being a critical County need, may assist in accessing Federal and other funding. The County, especially in coordination with the Office of Emergency Management (OEM) will ensure that 2-1-1 is prepared. OEM currently contracts with INFO LINE to be prepared to provide I&R subsequent to a large regional disaster. OEM will work with the 2-1-1 Oversight Group to further refine this plan through the potential use of 2-1-1 as the publicized number to receive I&R following a disaster.

APPENDIX: HISTORY OF 2-1-1 AND INFO LINE

HISTORY OF 2-1-1

Federal authorities asserted that providing citizens with the "social utility" of a universally applied, simple dialing code to access vital community services is a fundamental public service improvement. Therefore, the Federal government designated the 2-1-1 three-digit dialing code as a means for communities across the United States to provide public access to information and referral for health and human services.

Nationally, there are more than 2,400 existing comprehensive information and referral service providers. Most of these specialized and comprehensive providers are currently engaged in various levels of planning and development to establish an effective method for their communities to use 2-1-1 to bring responsive and universally available assistance to residents in need.

The 2-1-1 dialing code is currently available to more than 90 million people in 26 states, representing approximately 32 percent of the U.S. population. Federal legislation, known as the "Calling for 2-1-1 Act of 2003" (S.1630 and HR 3111), is pending in Congress and would authorize \$200 million to expand implementation and provide ongoing support of 2-1-1 programs. This legislation, which is supported by the United Way of America and AIRS, would authorize grants through the U.S. Department of Commerce and would require 50 percent matching funds from non-Federal sources. The bill is currently in the House Subcommittee on Telecommunications and the Internet; further consideration of the bill has not yet been scheduled. If passed, California's share could be as much as \$20 million.

Beginning with Los Angeles County in late 2003, the CPUC has now approved the application requests of several California counties for 2-1-1 provider designations. The California Alliance of Information and Referral Services (CAIRS) estimates that 2-1-1 service will be available to 67 percent of California's population by the end of 2005.

In an effort to ensure prompt implementation, the CPUC has also established a series of deadlines and milestones for implementation of 2-1-1 I&R services. Additionally, they provided for rescission of the certification of a 2-1-1 I&R service provider upon its failure to introduce its 2-1-1 service within a year of the Commission's granting of the necessary approvals.

INFO LINE

INFO LINE, which was incorporated in 1980 as The Information and Referral Federation of Los Angeles County, is a 501(c)(3) independent private nonprofit public benefit corporation which has as its stated mission: To improve access to health and human services for Los Angeles County residents. To accomplish this mission, INFO LINE:
☐ Helps people find and effectively use human services
Collects, classifies, and disseminates information about health and human services and inquirer needs in ways which optimize the quality and efficiency of the health and human services delivery system
Provides leadership, technical assistance, training, and support to other I&R providers and direct service agencies
☐ Participates in community-wide planning and service coordination coalitions.
NFO LINE provides comprehensive and specialized I&R services along with disaster services.
Comprehensive I&R Services: More than 50 percent of the inquiries received by NFO LINE are requests for assistance in obtaining emergency food or shelter, keeping utilities running, and obtaining other basic necessities. Thousands of calls are received monthly for assistance or information about such disparate services as medical and inancial assistance, help for elderly persons, marriage and family counseling, domestic riolence intervention, child tutoring, and resume writing assistance.
Specialized I&R Services: INFO LINE provides the first point of contact for calls into specialized providers to centralize access and avoid proliferation of an uncoordinated group of separate hotlines. Contracts or agreements are in place with the City of cos Angeles, County of Los Angeles, and other projects and organizations, including:
☐ Elder/Dependent Adult Abuse Hotline (since 1984)
☐ Cold Weather/Winter Shelter Hotline (since November 1993)
☐ Children's Court Project (since December 1994)
☐ Family Law Project (since August 2000)
☐ Safely Surrendered Baby Hotline (since August 2002)

0	Gang Prevention Hotline (since May 2002)
0	Code Enforcement Hotline (since August 2000)
0	Help Line for Unincorporated Areas of Los Angeles County (since August 2000)
┚	The Employer Call Center (previously the Business Helpline) (since January 1999)
□	EITC (Earned Income Tax Credit) Hotline (since March 1998)
О	Worksource Hotline (since February 1997)
O	Woodcraft Rangers Project (since July 1997)
	New Image Emergency Shelter After Hours Line (since June 2001)

Disaster Services: INFO LINE is an official member of the County's disaster team working with Federal, State, and local government agencies, the Red Cross, the Salvation Army, and other local groups active in times of disaster. Through a delegated authority agreement with the County of Los Angeles Office of Emergency Management, INFO LINE is responsible for serving the County's Disaster Hotline providing disaster response and emergency resource information to the public.